



Asante Capital Group LLP

Website User Agreement

May 2018

Background:

- A. This agreement applies as between you, the User of this Website and Asante Capital Group LLP, the owner of this Website.
- B. Your agreement to comply with and be bound by the terms of this agreement is deemed to occur upon your first use of the Website. If you do not agree to be bound by these terms and conditions, you should stop using the Website immediately.

1. Definitions and interpretation

- 1.1. In this agreement, unless the context otherwise requires:

"Affiliate" means in relation to Asante any entity which, directly or indirectly is controlled by Asante or is under the control of the owners or members of Asante;

"Article" means a news article on this Website;

"Asante" means Asante Capital Group LLP of 25 Old Burlington Street, London, W1S 3AN

"Content" means any Articles, text, graphics, images, audio, video, software, data compilations and any other form of information capable of being stored in a computer that appears on or forms part of this Website;

"Service" means collectively any online facilities, tools, services or information that Asante makes available through the Website either now or in the future;

"User" means any third party that accesses the Website and is not employed by Asante or its Affiliates and acting in the course of their employment;

"Website" means the website that you are currently using (www.asantecapital.com and any sub-domains of this site (e.g. subdomain www.asantecapital.co.uk) unless expressly excluded by their own terms and conditions.

- 1.2. Any word in this Agreement which denotes the singular shall where the context permits include the plural and vice versa and any word in this Agreement which denotes to the masculine gender shall where the context permits include the feminine and/or the neuter genders and vice versa.
- 1.3. Any reference in this Agreement to a statutory provision shall be deemed to include a reference to any statutory amendment modification or re-enactment of it.

2. Intellectual Property

- 2.1. Subject to the exceptions in clause 3 of this agreement, all Content included on the Website including, but not limited to, text, graphics, logos, icons, images, sound clips, video clips, data compilations, page layout, underlying code and software is the property of Asante, or its Affiliates. By continuing to use the Website you acknowledge that such material is protected by applicable United Kingdom and International intellectual property and other laws.
- 2.2. You may print, reproduce, copy, distribute, store or in any other fashion re-use Content from the Website as specified in clause 4 of this agreement and for personal or educational purposes only unless otherwise indicated on the Website or unless given express written permission to do so by Asante. Specifically, you agree that you will not systematically copy Content from the Website with a view to creating or compiling

any form of comprehensive collection, compilation, directory or database unless given express written permission to do so by Asante.

3. Third Party Intellectual Property

- 3.1. Where expressly indicated, certain Content and the intellectual property rights subsisting therein belongs to other parties.
- 3.2. The Content described in this clause 3, unless expressly stated to be so, is not covered by any permission granted by clause 2 of this agreement to use Content from the Website. The exceptions in clause 4 continue to apply.

4. Fair Use of intellectual property

Material from the Website may be re-used without written permission where any of the exceptions detailed in Chapter III of the Copyright Designs and Patents Act 1988 apply.

5. Links to Other Websites

This Website may contain links to other websites. Unless expressly stated, these sites are not under the control of Asante or its Affiliates. We assume no responsibility for the content of such Websites and disclaim liability for any and all forms of loss or damage arising out of the use of them. The inclusion of a link to another site on this Website does not imply any endorsement of the sites themselves or of those in control of them.

6. Links to this Website

- 6.1. Those wishing to place a link to this Website on other sites may do so only to the home page of the site www.asantecapital.com without prior permission.
- 6.2. Deep linking (i.e. links to specific pages within the site) requires the express permission of Asante. To find out more please contact us by email at info@asantecapital.com.

7. Privacy

The terms of our Privacy Notice apply to the use of this Website and are incorporated by reference. The Privacy Notice is available [here](#). We will only use your personal data as set out in this notice.

8. Disclaimers

- 8.1. Asante makes no warranty or representation that the Website or the Content will meet your requirements, that they will be of satisfactory quality, that they will be fit for a particular purpose, that they will not infringe the rights of third parties, that they will be compatible with all systems, or that they will be secure.
- 8.2. The opinions expressed in Content are those of their authors and do not represent the opinions of Asante.
- 8.3. Whilst every reasonable endeavour has been made to ensure that all information provided on this Website will be accurate and up to date, Asante makes no warranty or representation that this is the case. We make no guarantee of any specific results from the use of our services.
- 8.4. No part of this Website is intended to constitute advice and the Content of this Website should not be relied upon when making any decisions or taking any action of any kind.

- 8.5. Asante makes no representation or warranty that any part of this Website is suitable for use in commercial situations or that it constitutes accurate data and / or advice on which business decisions can be based.
- 8.6. Whilst every effort has been made to ensure that all descriptions of services available from Asante correspond to the actual services available, Asante is not responsible for any variations from these descriptions.
- 8.7. Whilst Asante uses reasonable endeavours to ensure that the Website is secure and free of errors, viruses and other malware, all Users are advised to take responsibility for their own security, that of their personal details and their computers.

9. Availability of the Website and modifications

- 9.1. The Service is provided "as is" and on an "as available" basis. We give no warranty that the Service will be free of defects and / or faults. To the maximum extent permitted by the law we provide no warranties (express or implied) of fitness for a particular purpose, accuracy of information, compatibility and satisfactory quality.
- 9.2. Asante accepts no liability for any disruption or non-availability of the Website resulting from external causes including, but not limited to, ISP equipment failure, host equipment failure, communications network failure, power failure, natural events, acts of war or legal restrictions and censorship.
- 9.3. Asante reserves the right to alter, suspend or discontinue any part (or the whole of) the Website including, but not limited to, the products and/or services available. This agreement shall continue to apply to any modified version of the Website unless it is expressly stated otherwise.

10. Limitation of Liability

- 10.1. To the maximum extent permitted by law, Asante accepts no liability for any direct or indirect loss or damage, foreseeable or otherwise, including any indirect, consequential, special or exemplary damages arising from the use of the Website or any information contained therein. Users should be aware that they use the Website and its Content at their own risk.
- 10.2. Nothing in these terms and conditions excludes or restricts Asante's liability for death or personal injury resulting from any negligence or fraud on the part of Asante.
- 10.3. Whilst every effort has been made to ensure that these terms and conditions adhere strictly with the relevant provisions of the Unfair Contract Terms Act 1977, in the event that any of these terms are found to be unlawful, invalid or otherwise unenforceable, that term is to be deemed severed from these terms and conditions and shall not affect the validity and enforceability of the remaining terms and conditions. This term shall apply only within jurisdictions where a particular term is illegal.

11. No Waiver

In the event that any party to this agreement fails to exercise any right or remedy contained herein, this shall not be construed as a waiver of that right or remedy.

12. Previous agreement

In the event of any conflict between this agreement and any prior versions thereof, the provisions of this agreement shall prevail unless it is expressly stated otherwise.

13. Third Party Rights

Nothing in this agreement shall confer any rights upon any third party. The agreement created by this agreement is between you and Asante.

14. Communications

- 14.1. All notices / communications shall be given to us either by post to our Premises (see address above) or by email to info@asantecapital.com. Such notice will be deemed received 3 days after posting if sent by first class post, the day of sending if the email is received in full on a business day and on the next business day if the email is sent on a weekend or public holiday.
- 14.2. Asante may from time to time send you information about our products and/or services. If you do not wish to receive such information, please click on the 'Unsubscribe' link in any email which you receive from us or contact us as set out in clause 14.1 above.

15. Law and Jurisdiction

These terms and conditions and the relationship between you and Asante shall be governed by and construed in accordance with the Law of England and Wales and Asante and you agree to submit to the exclusive jurisdiction of the Courts of England and Wales.