

Terms and Conditions of Use

1. Introduction

Welcome to the official website of ECM FUND MANAGEMENT LTD (hereinafter referred to as the **“Company”**, **“Fund Manager”**, **“we”**, **“us”**, or **“our”**). These Terms and Conditions (**“Terms”**) govern your access to and use of the website www.ecm-aifm.com (the **“Website”**), including all information, tools, materials, products, services, and functionality made available through this Website.

ECM FUND MANAGEMENT LTD, a private limited liability company incorporated under the laws of the Republic of Cyprus with registration number HE 476804. It has its registered office at Anastasiou G. Leventi 5A, 10th Floor, Office 1001, 1097 Nicosia, Cyprus. The Company is authorised and regulated by the Cyprus Securities and Exchange Commission (**“CySEC”**) under license number AIFM68/56/2013 as an Alternative Investment Fund Manager (**“AIFM”**), in accordance with the Alternative Investment Fund Managers Law of 2013 (L.56(I)/2013) and relevant European Union regulations, including Directive 2011/61/EU (the **“AIFMD”**).

By accessing or using our Website, you acknowledge that you have read, understood, and agreed to be legally bound by these Terms, as well as by our Privacy Policy, Cookie Policy, and any other legal or regulatory notices or disclosures provided on the Website. If you do not accept these Terms in full, you are not authorized to access or use the Website and must discontinue your use immediately.

All information provided to you through this Website, including legal notices, regulatory disclosures, and marketing communications, will be in the English language. By continuing to use this Website, you confirm that you are able to read and understand English and agree to receive all communications in this language.

2. Scope and Applicability

These Terms apply to all users of the Website, including prospective and existing investors, partners, professional clients, institutional clients, and any other users accessing the Website for informational or operational purposes. They govern the use of the Website and any interaction with the content, services, or functionalities provided by ECM FUND MANAGEMENT LTD, unless such interaction is governed by a separate written agreement or legally binding document executed between the user and the Company.

Where specific services, are offered through or referenced on this Website, they may be subject to additional terms, regulatory disclosures, offering documents, or subscription agreements. In the event of a conflict between these Terms and any other legally binding documentation entered into with the Company, the provisions of the latter shall prevail.

3. Regulatory Status and Disclaimer

ECM FUND MANAGEMENT LTD is authorised to provide alternative investment fund management and ancillary services to eligible investors, including professional and well-informed investors, as defined under Cypriot and European regulatory frameworks. This website is intended exclusively for access by Professional Investors and Well-Informed Investors, as defined under the Cyprus Alternative Investment Funds Law of 2018 (N.124 (I) /2028 (as amended) (the “AIF Law”). The investment services described on this website are available only to investors who qualify as Professional or Well Informed Investors under applicable Cyprus and EU laws and regulations, and are not suitable or available for retail or other categories of investors.

Nothing on this Website constitutes or shall be deemed to constitute an offer to buy or sell, or the solicitation of an offer to buy or sell, any financial instruments, fund units, securities, or investment products. No information provided on this Website constitutes investment advice, tax advice, legal advice, or a recommendation to pursue any investment strategy. Users must seek independent professional advice prior to making any investment or financial decision.

Certain information and content available on this Website may be restricted by law or regulation in certain jurisdictions. It is your responsibility to ensure that accessing or using this Website is not prohibited or restricted under applicable laws and that you comply with any legal or regulatory requirements to which you may be subject. This website and its contents are not directed at or intended for use by any person in any jurisdiction where such distribution or use would be contrary to law or regulation, or where ECM Fund Management Ltd is not authorized to offer its services. In particular, the information herein is not addressed or intended for distribution to by any person located in the United States or by any “U.S. Person” as defined in US applicable laws .

4. Website Access and Use

By accessing and using the Website, you represent and warrant that:

- You have full legal capacity and authority to enter into and be bound by these Terms;
- You will not use the Website for any purpose that is unlawful, fraudulent, abusive, or contrary to these Terms or any applicable legislation or regulation;
- You will not interfere with the operation, functionality, security, or integrity of the Website or the systems supporting it.

Use of the Website is also subject to our **Privacy Policy**, which outlines how your personal data is collected, processed, and protected, and our **Cookie Policy**, which describes the use of cookies and tracking technologies on the Website.

We reserve the right, without notice and at our sole discretion, to suspend, restrict, or terminate access to the Website or any part thereof, including any services or tools offered

through the Website. We may also update, modify, or remove content or features at any time. No liability shall arise from such actions.

5. Intellectual Property Rights

All content available on this Website, including but not limited to text, graphics, logos, icons, images, audio and video clips, data compilations, downloadable materials, software, and underlying code, is the exclusive property of ECM FUND MANAGEMENT LTD or its licensors and is protected by intellectual property laws, including copyright, trademark, and trade secret laws.

You may view, download, and print content from the Website for your own personal, non-commercial use, provided that you do not alter, remove, or obscure any copyright or proprietary notices. Any other use, including the reproduction, publication, transmission, distribution, or commercial exploitation of the Website's content, in whole or in part, without the prior written consent of the Company, is strictly prohibited.

6. Limitation of Liability

Although every reasonable effort has been made to ensure that the content on the Website is accurate, complete, and up to date at the time of publication, ECM FUND MANAGEMENT LTD makes no representations or warranties, express or implied, as to the accuracy, reliability, completeness, or timeliness of any information, tools, or services provided on the Website.

To the maximum extent permitted by law, the Company, its directors, employees, agents, affiliates, or third-party providers shall not be held liable for any direct, indirect, incidental, special, punitive, or consequential damages, including but not limited to loss of profits, revenue, data, or goodwill, arising out of or in connection with your access to or use of the Website or reliance on its content, whether based on contract, tort, negligence, strict liability, or otherwise, even if the Company has been advised of the possibility of such damages.

The Company disclaims all liability for damages resulting from viruses, malware, or other harmful components that may infect your computer systems, devices, or data as a result of accessing or using the Website or downloading any content from it.

7. Third-Party Websites and Links

This Website may contain links to websites or resources operated by third parties. Such links are provided solely for your convenience and do not imply any endorsement, sponsorship, or responsibility by ECM FUND MANAGEMENT LTD for the content, services, accuracy, or practices of such third-party websites. You access these sites entirely at your own risk, and you are advised to read their terms of use and privacy policies before interacting with them.

We accept no liability for any loss or damage that may arise from your use of third-party websites.

8. Amendments to Terms

ECM FUND MANAGEMENT LTD reserves the right to revise, update, or otherwise modify these Terms at any time, without prior notice, by posting the amended version on the Website. Unless otherwise specified, such amendments will become effective immediately upon publication.

Your continued use of the Website after any changes to these Terms constitutes your acceptance of those changes. It is your responsibility to periodically review the current version of the Terms available on the Website.

9. Breach of Terms

In the event of any breach or suspected breach of these Terms, ECM FUND MANAGEMENT LTD reserves the right to take all actions deemed necessary to protect its interests, reputation, and intellectual property, including but not limited to limiting, suspending, or terminating your access to the Website, and pursuing legal remedies where appropriate.

10. Governing Law and Jurisdiction

These Terms and your use of the Website shall be governed by and construed in accordance with the laws of the Republic of Cyprus, without regard to its conflict of laws principles. Any dispute arising from or relating to these Terms or the use of the Website shall fall within the exclusive jurisdiction of the competent courts of Nicosia, Cyprus.

If any provision of these Terms is held to be unlawful, void, or unenforceable by a court of competent jurisdiction, that provision shall be deemed severable and shall not affect the validity and enforceability of the remaining provisions.

11. Contact Information

If you have any questions, concerns, or comments regarding these Terms, or wish to exercise any of your rights under applicable law, you may contact us using the following details:

- Company Name: ECM FUND MANAGEMENT LTD
- Registered Address: Anastasiou G. Leventi 5A, 10th Floor, Office 1001, 1097 Nicosia, Cyprus
- Email: cyprus@ecm-aifm.com
- Telephone: [+357 22764030](tel:+35722764030)