



# Terms and Conditions

YOUR USE OF THIS WEBSITE SIGNIFIES YOUR ACCEPTANCE OF THESE TERMS AND CONDITIONS AND AGREEMENT TO BE BOUND BY THEM.

## 1. Definitions

1.1 Capitalised terms used in these Terms shall have the following meanings:

"Intellectual Property Rights" means any trademarks, service marks, logos, trade names, corporate names, Internet domain names, patents, registered designs, copyrights, database rights, rights in designs, inventions, semiconductor topography rights, know-how, trade secrets or any similar right exercisable in any part of the world, whether registered or not, and including any applications for the registration of any such rights.

"Loss" or "Losses" means losses, damages, liabilities, judgments, awards, fines, penalties, sanctions, settlements, claims, demands, actions, costs and expenses of whatsoever nature (including, without limitation, attorney/legal fees for both internal and external counsel; costs related to investigation, arbitration, litigation or settlement; loss of profit; loss of revenue; loss of business; loss of data; loss of opportunity; business interruption; and loss of goodwill).

"Personal Data" means any data or information relating to an individual and from which it is practicable for the identity of the individual to be directly or indirectly ascertained, and in a form in which access to or processing of the data is practicable (including, but not limited to, photographs, names, addresses, titles, telephone numbers, email addresses and other personal details).

"Privacy Policy" means our privacy policy found [here](#), which may be amended by us from time to time at our sole discretion, without any prior notice to you.

"Terms" means these terms and conditions for use of the Website.

"Website Content" means any data, material or information, in any format whatsoever, including (without limitation) any data files, text, computer software, images, graphics, photos, video clips, sound, audio files, directories or databases, that are made available on or through the Website.

"you" or "your" means you, the person or entity who is accessing or viewing the Website.

"we", "us" or "our" means Cerebro Strategy Limited and each of its affiliates, subsidiaries and parent companies.

## **2. Acceptance of these Terms**

2.1 By accessing this website ([www.cerebrohk.com](http://www.cerebrohk.com)) ("Website") you agree to be bound by and accept these Terms and the Privacy Policy. You may not use the Website if you do not agree to accept all of these Terms and the Privacy Policy.

## **3. Changes to these Terms**

3.1 We may amend the Terms from time to time in our sole discretion without any notice or liability to you. Without prejudice to the foregoing, the latest version of the Terms shall be posted on the Website. By continuing to use the Website after such amended Terms have been posted on the Website, you agree to be bound by such amendments.

## **4. Changes to the Website**

4.1 We may, in our sole discretion and at any time, without notice to you, add to, amend, remove, alter, suspend or terminate the Website or Website Content.

## **5. Your Conduct**

5.1 You agree that:

- (a) you will not use the Website or Website Content in any way that is unlawful and/or breaches any applicable laws, regulations, codes, guidelines or orders;
- (b) you agree not to use the Website or Website Content in anyway that contravenes or infringes upon any of our rights or any third party's rights (including Intellectual Property Rights); or
- (c) you will not use the Website or Website Content to send, communicate or engage in any harassing, disruptive, offensive, abusive, threatening, indecent, defamatory, obscene or menacing behaviour, or behaviour that causes annoyance, inconvenience, needless anxiety or is intended to deceive.
- (d) you will not modify, copy, reproduce, download, re-publish, sell or distribute any part of (or create derivative works) based on any part of the Website or Website Content;
- (e) you will not use of the Website or any Website Content for any purpose not expressly permitted in these Terms; and
- (f) you shall not take any action or allow any third party to take any action that would interfere with or disrupt the Website, or the servers and networks through which the Website is operated, or which would enable you, or any third party, to gain unauthorised access to, or to tamper with or use any of our computer systems or networks.

## **6. Warranties and Disclaimers**

6.1 The Website Content is provided for your general reference only, and is not intended to amount to any advice, representations or warranties on which you should rely. It is your responsibility to exercise your own judgment and to obtain professional or specialist advice before taking or refraining from taking any action based on the Website Content.

6.2 YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THE WEBSITE IS AT YOUR SOLE RISK AND THAT THE WEBSITE IS PROVIDED "AS IS" AND "AS AVAILABLE".

6.3 TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, WE EXPRESSLY DISCLAIM ALL CONDITIONS AND WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, IN RELATION TO THE WEBSITE OR WEBSITE CONTENT,

INCLUDING (WITHOUT LIMITATION) ANY IMPLIED WARRANTIES AS TO MERCHANTABILITY OR QUALITY.

6.4 WITHOUT PREJUDICE TO THE GENERALITY OF CLAUSE 6.4 ABOVE, WE MAKE NO REPRESENTATIONS OR WARRANTIES:

- (a) AS TO THE ACCURACY, COMPLETENESS, CURRENTNESS, ADEQUACY, QUALITY, RELIABILITY OR VALIDITY OF ANY OF THE WEBSITE CONTENT OR ANY OTHER INFORMATION OR MATERIAL PROVIDED ON OR THROUGH THE WEBSITE;
- (b) THAT THE WEBSITE AND WEBSITE CONTENT WILL MEET YOUR REQUIREMENTS, OR ARE FREE OF ANY DEFECTS, ERRORS, OMISSIONS, VIRUSES OR ANYTHING WHICH MAY CHANGE, ERASE, ADD TO OR DAMAGE YOUR SOFTWARE, NETWORK, HARDWARE OR DATA;
- (c) THAT YOUR USE OF THE WEBSITE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; OR
- (d) THAT ANY DEFECTS OR ERRORS IN THE OPERATION OR FUNCTIONALITY OF THE WEBSITE WILL BE CORRECTED.

6.5 ANY MATERIALS, INCLUDING WEBSITE CONTENT, DOWNLOADED OR OTHERWISE OBTAINED OR ACCESSED THROUGH THE WEBSITE IS AT YOUR SOLE RISK AND DISCRETION, AND YOU SHALL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR OTHER DEVICES OR LOSS OF DATA THAT RESULTS FROM SUCH.

## **7. Limitation of Liability**

7.1 Nothing in this Clause 7 or Clause 6 above, shall exclude or limit any warranty or liability that may not be lawfully excluded or limited under applicable law. Our liability will be limited to the maximum extent permitted by applicable law.

7.2 WE SHALL NOT BE LIABLE TO YOU IN CONTRACT, TORT OR OTHERWISE FOR ANY LOSSES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ANY SPECIAL, INDIRECT, DIRECT, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL LOSSES) WHICH MAY ARISE IN RELATION TO THE WEBSITE OR THE WEBSITE CONTENT, IRRESPECTIVE OF WHETHER OR NOT WE WERE ADVISED OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF SUCH LOSSES IN ADVANCE.

## **8. Indemnity**

8.1 You hereby agree to indemnify, defend and hold us harmless, and each of our partners, officers, directors, agents, affiliates, and licensors, from and against all Losses that may arise directly or indirectly out of or in connection with:

- (a) any breach or non-compliance by you of any of these Terms;
- (b) your use of the Website or Website Content;
- (c) any violation, trespass, contravention, breach or infringement of our or any third party's Intellectual Property Rights caused by you, or your employees, agents or affiliates; or