

## **Terms of use**

Thanks for your interest in our Website at <http://digitsealimited.com>

(Your use of this Website, including the content, materials and information available on or through this Website (together, the “Materials”), is governed by these Terms of Use (these “Terms”) and our Privacy Policy. By using this Website, you acknowledge that you have read and agree to these Terms.

### **Who We Are?**

This Website is maintained and operated by DigitalSea Limited, Rm 7B, One Capital Place, 18 Luard Road, Wan Chai, Hong Kong (No. 2920074).

### **MATERIALS**

ALL MATERIALS ARE PROVIDED “AS IS,” MAY NOT BE RELIED UPON FOR ANY PURPOSE, AND ARE NOT SUBJECT TO EXPRESS OR IMPLIED WARRANTIES OF ANY KIND. In particular, except to the extent that Materials provided through a password protected area on this Website are subject to different rules, we make no representations or warranties with regard to the Materials’ accuracy, completeness, non-infringement or fitness for a particular purpose. You should be aware that a significant portion of the Materials include or consist of information that has been provided by third parties and has not been validated or verified by us. In connection with our investment activities, we often become subject to a variety of confidentiality obligations to funds, investors, portfolio companies and other third parties. Any statements we make may be affected by those confidentiality obligations, with the result that we may be prohibited from making full disclosures. Without limitation on the effect of other warnings and disclaimers set forth in these Terms, you should interpret any statements we make (on this Website or otherwise) in that context. Please ensure that your own computer security is comprehensive and up to date. We accept no responsibility for viruses, malware or other malicious or damaging software contained in the Materials or otherwise.

### **Third-Party Sites**

We accept no responsibility for third-party sites available through this Website, via hyperlink or otherwise. You are encouraged to review the terms of use applicable to those sites. Any access to, or use of, a third-party site is solely at your own risk.

### **Restrictions on Use; No License**

We reserve all rights with respect to the design and content of this Website. In particular, you must not misappropriate the design or content of this Website and you must not alter or deface such design or content in any way. Nothing on this Website

grants any license with respect to such design or content, except that you may download and use Materials solely for your own personal information.

### **Ownership of Trademarks, Etc.**

All trademarks, service marks, trade names, logos, graphics, articles and other Materials on this Website are protected in respect of copyright, trademark and other applicable laws. In particular, all trademarks, service marks, trade names and logos displayed on this Website are owned or licensed by us or our affiliates or licensed to us by third parties and neither us, our affiliates or the respective third-party owners grant to you any rights in respect of these assets.

### **Limitation of Liability**

DigitalSea Limited SHALL HAVE NO LIABILITY TO YOU BASED UPON YOUR USE OF, OR RELIANCE UPON, THIS WEBSITE OR THE MATERIALS. Some jurisdictions limit our ability to disclaim liability. With regard to those jurisdictions, our liability shall be limited to the greatest extent permitted by applicable law.

### **Modification of these Terms**

We reserve the right to modify these Terms at any time. Please check these Terms periodically for changes. Your continued use of this Website after the posting of changes constitutes your binding acceptance of such changes.

### **Miscellaneous**

If it is illegal or prohibited in your country of origin to access or use this Website, then you should not do so. Those who choose to access this Website access it on their own initiative and are responsible for compliance with all local laws and regulations. These Terms, and any disputes relating to these Terms or your use of this Website or the Materials, shall be governed in all respects by the laws of Hong Kong, without regard to conflicts of laws principles. Our rights under these Terms may be waived by us only in writing. These Terms are binding on you as well as your successors and permitted assigns. In the event any provision of these Terms is determined to be invalid or unenforceable, such provision shall be deemed severed from the remainder of these Terms and replaced with a valid and enforceable provision as similar in intent as reasonably possible to the provision so severed, and shall not cause the invalidity or unenforceability of the remainder of these Terms.

### **Contact Information**

If you have any questions or concerns about these Terms or the Site, please contact us at [digitalsealimited@digitalsealimited.com](mailto:digitalsealimited@digitalsealimited.com).

**Last updated: 14.02.2024**