

TERMS OF USE

Last updated: July 05, 2025

- 1. General.** These terms of use (**Terms**) govern your use of the website, its subdomains, and any services at <https://financingcircle.com> (**Website**). These terms apply to your usage of the Website, including the use of services made available on the Website and its subdomains, associated content distribution, including through the Website and its subdomains various platforms, social media accounts (collectively, the **Services**). By accessing or otherwise using the Website or Services, you (**you, your**) agree to be bound by these Terms with us (**us, our**) and these Terms will remain in effect while you use the Website or Services.

ANY USE OF AND ACCESS TO THE WEBSITE OR SERVICES ARE SUBJECT TO THESE TERMS; IF YOU DO NOT AGREE TO ALL OF THE FOLLOWING PROVISIONS, YOU MAY NOT USE OR ACCESS THE WEBSITE AND SERVICES IN ANY MANNER AND SHALL CEASE THEREOF.

- 2. Availability.** The information provided on the Website and/or Services is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject us to any registration requirement within such jurisdiction or country. Accordingly, those persons who choose to access the Website or Services from other locations do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable.
- 3. Eligibility** In order to use the Website and/or Services, you must satisfy the following eligibility requirements. You hereby represent and warrant, to and for the our benefit, that you satisfy all of the eligibility requirements as of each date that You make any use or receive any benefits of the Website and/or Services, as follows:
 - you are of legal age in the jurisdiction in which You reside and You have legal capacity to enter into the Terms and be bound by them;
 - if you accept the Terms on behalf of a legal entity, you must have the legal authority to accept the Terms on that entity's behalf, in which case "you" as used herein (except as used in this paragraph) will mean that entity. Please, note, that you are responsible for the acts and omissions of any person who accesses and uses the Website and/or Services with your account or computer (laptop, mobile, etc);
 - your use of the Website and/or Services is not prohibited by and does not otherwise violate or facilitate the violation of any applicable laws or regulations, or contribute to or facilitate any illegal activity;
 - you do not use the Website and/or Services for any criminal, illegal, or otherwise prohibited use, including, but not limited to, activities related to money laundering, drug trafficking, human trafficking, weapons trafficking, terrorism, securities fraud, tax evasion, or market manipulation. You will not use the Website and/or Services to assist any other party in such illegal activities, mentioned above.
- 4. Ownership.** The Website and Services may contain proprietary content, information and materials all the intellectual property and other rights in the Website and/or Services and its contents are owed by us unless expressly stated otherwise. Unless expressly authorised by us, you may not copy, modify, adapt, rent, license, sell, publish, distribute, or otherwise permit any third party to access or use the Website and/or Services or any of its content.
- 5. Submissions.** You may from time to time submit through the Website and/or Services business plans, ideas, and related materials (collectively, the **Feedback**). We cannot guarantee and cannot agree to obligations of confidentiality, non-use, or non-disclosure with regard to any Feedback submitted or provided to or otherwise shared with us. By submitting Feedback to us, you agree that any such Feedback will not be considered confidential or proprietary, and that we are free to use it without condition. In no event we will be limited in, or restricted from, the pursuit of any opportunities, either alone or with third parties. In connection with any Feedback submission, provision, or otherwise

sharing with us, you grant us an irrevocable, non-exclusive, royalty-free, perpetual, worldwide license to use, modify, prepare derivative works, publish, distribute, and sublicense the Feedback, and irrevocably waive, and cause to be waived, against us and our agents, employees, or directors any claims and assertions of any moral rights contained in such Feedback. This Submissions clause shall survive any termination of these Terms, the Website or Services.

- 6. Third-Party Resources and Promotions.** The Website and/or Services may contain references or links to third-party resources, including, but not limited to, information, materials, products, or services, that we do not own or control. In addition, third parties may offer promotions related to your access and use of the Website and/or Services. Further, we will not and cannot monitor, verify, censor or edit the content of any third-party site or service. We do not endorse or assume any responsibility for any such resources or promotions. If you access any such resources or participate in any such promotions, you do so at your own risk, and you understand that the Terms do not apply to Your dealings or relationships with any third parties. You release and hold us harmless from any and all liability arising from your use of any third-party website or service. Your interactions with organisations and/or individuals found on or through the Services, including payment or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such organisations and/or individuals. You should make whatever investigation you feel necessary or appropriate before proceeding with any online or offline transaction with any of these third parties. You agree that we shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings.
- 7. Titles.** Although certain individuals are identified on the Website and/or Services as “Partners”, “Investors”, or “General Partners,” such titles are not intended to indicate that any such individual is actually a partner, investor, or general partner of any partnership as those terms are used for legal purposes. Such titles shall not be construed to indicate that an individual has any particular decision-making authority or responsibility.
- 8. No Advice.** The Website and Services are intended solely for general information purposes only and nothing on the Website and in the Services is directed at or should be relied upon by any investors or prospective investors in any vehicle or asset. Under no circumstances should any information provided on the Website and in the Services be considered as an offer soliciting the purchase or sale of any security or interest nor should it be construed as an offer to provide investment advisory services. Nothing on the Website and in the Services constitutes investment, accounting, tax or legal advice or is a recommendation that you purchase, sell or hold any security or other investment or that you pursue any investment style or strategy. Views expressed in publications or any other materials by any individuals (including any podcasts, videos, and social media) are those of the individual quoted therein and are not the views of us. Any opinions expressed on the Website and in the Services are subject to change.
- 9. DISCLAIMERS.** YOUR USE OF THE WEBSITE AND SERVICES IS AT YOUR SOLE RISK. EXCEPT WHERE REQUIRED BY LAW, WE MAKE NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE WEBSITE, SERVICES OR THEIR CONTENT, OR ANY PRODUCT OR SERVICE AVAILABLE ON OR PROMOTED THROUGH THE WEBSITE AND SERVICES. THE WEBSITE, SERVICES AND ALL OF THEIR CONTENT ARE PROVIDED ON AN “AS IS,” “AS AVAILABLE” BASIS, WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND. CERTAIN CONTENT ON THE WEBSITE AND SERVICES HAS BEEN OBTAINED FROM THIRD-PARTY SOURCES, WE MAKE NO REPRESENTATIONS OR WARRANTIES ABOUT THE ACCURACY OF INFORMATION ON THE WEBSITE AND IN THE SERVICES. ANY PROJECTIONS, ESTIMATES, FORECASTS, TARGETS, PROSPECTS, OR OPINIONS ON THE WEBSITE AND IN THE SERVICES ARE SUBJECT TO CHANGE WITHOUT NOTICE AND MAY DIFFER OR BE CONTRARY TO OPINIONS EXPRESSED BY OTHERS.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, WE, OUR AFFILIATES, AND OUR SERVICE PROVIDERS AND LICENSORS DISCLAIM ANY AND ALL REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, ARISING BY STATUTE, CUSTOM, COURSE OF DEALING, COURSE OF PERFORMANCE OR IN ANY OTHER WAY, WITH RESPECT TO THE WEBSITE, SERVICES, THEIR CONTENT, AND ANY PRODUCTS OR SERVICES AVAILABLE OR PROMOTED THROUGH THE WEBSITE OR SERVICES. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, WE, OUR AFFILIATES, AND THEIR SERVICE PROVIDERS

AND LICENSORS DISCLAIM ALL REPRESENTATIONS AND WARRANTIES (A) OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE; (B) RELATING TO THE SECURITY OF THIS SITE; (C) THAT THE CONTENT OF THE SITE IS ACCURATE, COMPLETE OR CURRENT; OR (D) THAT THE SITE WILL OPERATE SECURELY OR WITHOUT INTERRUPTION OR ERROR.

WE DO NOT REPRESENT OR WARRANT THAT THE WEBSITE OR SERVICES, THEIR SERVERS, CONTENT, OR ANY TRANSMISSIONS SENT FROM US OR THROUGH THE WEBSITE OR SERVICES WILL BE FREE OF ANY HARMFUL COMPONENTS (INCLUDING VIRUSES). WE ARE NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN THE CONTENT AVAILABLE ON THE WEBSITE OR IN THE SERVICES OR FOR DAMAGES ARISING FROM THE USE OR PERFORMANCE OF THE WEBSITE OR SERVICES.

APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OF CERTAIN WARRANTIES, SO ALL OR PART OF THIS DISCLAIMER OF WARRANTIES MAY NOT APPLY TO YOU.

- 10. LIMITATION OF LIABILITY.** IN NO EVENT SHALL WE OR ANY OF OUR OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, AGENTS, AFFILIATES OR SUBSIDIARIES BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING (BUT NOT LIMITED TO) DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE PROPERTY, ARISING OUT OF OR RELATING TO ANY ACCESS TO OR USE OF THE WEBSITE AND/OR SERVICES, NOR WILL WE BE RESPONSIBLE FOR ANY DAMAGE, LOSS, OR INJURY RESULTING FROM HACKING, TAMPERING, OR OTHER UNAUTHORIZED ACCESS TO OR USE OF THE WEBSITE AND/OR SERVICES, OR FROM ANY ACCESS TO OR USE OF ANY INFORMATION OBTAINED BY ANY UNAUTHORIZED ACCESS TO OR USE OF THE WEBSITE AND/OR SERVICES. THIS LIMITATION OF LIABILITY APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR ANY OTHER BASIS.
- 11. INDEMNITY AND RELEASE.** YOU AGREE TO HOLD HARMLESS, RELEASE, DEFEND, AND INDEMNIFY US OR ANY OF OUR OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, AGENTS, AFFILIATES OR SUBSIDIARIES FROM AND AGAINST ALL CLAIMS, DAMAGES, OBLIGATIONS, LOSSES, LIABILITIES, COSTS, AND EXPENSES ARISING FROM: (A) YOUR ACCESS TO AND USE OF THE WEBSITE AND/OR SERVICES; (B) YOUR VIOLATION OF THE TERMS, THE RIGHTS OF ANY THIRD PARTY, OR ANY OTHER APPLICABLE LAW, RULE, OR REGULATION; AND (C) ANY OTHER PARTY'S ACCESS TO AND USE OF THE WEBSITE AND/OR SERVICES WITH YOUR ASSISTANCE OR USING ANY DEVICE OR ACCOUNT THAT YOU OWN OR CONTROL.
- 12. No Waiver.** Our failure to exercise or enforce any rights or provisions of these Terms does not constitute a waiver of those rights or provisions. Any ambiguities in these Terms shall be construed in the light most favorable to us.
- 13. Act of God.** Our performance under these Terms shall be excused if the failure of such performance is caused by forces beyond its reasonable control. This includes (but is not limited to) acts of God, acts of any government, war or civil unrest, severe weather, fire, natural disasters, political embargos, terrorism, power or equipment failure, industrial or labor disputes or controversies, acts or omissions of any third party, including, but not limited to, failures of any existing now or that will appear in future technologies and/or software failures used in the course of the Website and/or Services.
- 14. Entire Agreement.** The Terms, including the Privacy Policy, constitute the entire agreement between you and us with respect to the subject matter hereof, including the Website and/or Services. The Terms, including the Privacy Policy, supersede any and all prior or contemporaneous written and oral agreements, communications and other understandings relating to the subject matter of the Terms.
- 15. Severability.** If any provision of these Terms is held to be invalid or unenforceable, such provision shall be struck, and the remaining provisions shall be enforced to the fullest extent under law.
- 16. Class Action and Jury Trial Waiver.** Any dispute arising out of or related to these Terms is personal to you and us and will be resolved solely through individual arbitration and will not be brought as a class arbitration, class action, or any other type of representative proceeding. There will be no class arbitration or arbitration in which an individual attempts to resolve a dispute as a representative of

another individual or group of individuals. Further, a dispute cannot be brought as a class or other type of representative action, whether within or outside of arbitration, or on behalf of any other individual or group of individuals. You and we both agree to waive the right to demand a trial by jury.

- 17. Governing Law and Venue.** These Terms are governed by the laws of England and Wales without regard to conflict of law principles. You and we agree to submit to the personal and exclusive jurisdiction of the courts located within the British Virgin Islands.
- 18. Changes to the Terms.** We will provide notice of any amendment to these Terms by posting an revised document to the Website and updating the "*Last updated:*" field above accordingly, or by any other method we deem appropriate. We are not obliged to provide notice by any other means. Any change to these Terms will be effective immediately upon such notice and apply to any ongoing or subsequent use of the Website and Services. If you continue to use the Website and/or Services after revised Terms are published, you agree to be bound by the revised Terms.