

## **www.Eagle Alpha.com Website Terms of Use**

### **1. Introduction**

The www.eaglealpha.com website (the "**Website**") is operated by Eagle Alpha Limited ("**we**", "**us**", "**our**", "**Eagle Alpha**"), a company incorporated in Ireland. This page (together with the documents referred to on it) tells you the terms of use (the "**Terms of Use**") on which all users ("**you**", "**your**") may make use of the Website, whether as a guest or a customer. Please read these Terms of Use carefully before you start to use the Website. By using the Website, you indicate that you accept these Terms of Use, Privacy and Cookies Statement, Disclaimer and our Subscription Agreement and that you agree to abide by them. If you do not agree to these Terms of Use, please do not use the Website or our services.

### **2. Information About Us**

Eagle Alpha Limited is an Irish private limited company registered under company number 517349 with its registered office at 19 Elgin Road, Ballsbridge, Dublin 4, Ireland. Our VAT number is IE9844374F. We can be contacted by email at enquiries@eaglealpha.com or by telephone at +44 (0)20 7151 4880.

### **3. Accessing The Website**

3.1 Access to the Website is permitted on a temporary basis, and we reserve the right to withdraw or amend the service we provide on the Website without notice. We will not be liable if for any reason the Website is unavailable at any time or for any period.

3.2 From time to time, we may restrict access to some parts of the Website, or the entire Website to different groups of customers.

3.3 If you choose, or you are provided with, a username or password or any other piece of information as part of our security procedures, you must treat such information as confidential and you must not disclose it to any third party. We have the right to disable any such username or password whether chosen by you or allocated by us, at any time, if in our opinion you have failed to comply with any of the provisions of these Terms of Use.

3.4 You are responsible for making all arrangements necessary for you to have access to the Website. You are also responsible for ensuring that all persons who access the Website through your Internet connection (using your username or password) are aware of these Terms of Use, and that they comply with them.

### **4. Intellectual Property Rights**

4.1 We are the owner or the licensee of all intellectual property rights in the Website, and in the material published on it, including (without limitation) all content and analysis accessible through the Website or any associated software. Those works are protected by copyright and other intellectual property laws and treaties around the world. All such rights are reserved.

4.2 Eagle Alpha and the Eagle Alpha logo are trade marks of Eagle Alpha Limited.

4.3 You may print off a reasonable number of copies, and may download extracts, of any page(s) from the Website.

4.4 You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text without our prior consent.

- 4.5 Our status (and that of any identified contributors) as the authors of material on the Website must always be acknowledged.
- 4.6 If you print off, copy or download any part of the Website in breach of these Terms of Use, your right to use the Website will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

## 5. **Reliance On Information and Content**

- 5.1 Our service consists of collating and distilling various publicly available sources of information and other third party sources and providing digests of this information to customers who are professional institutional investors acting in the course of business. Content provided to customers through our service and Website is general in nature and is not tailored to the investment needs of any particular investor.
- 5.2 **Investment Advice**
  - 5.2.1 You may not regard any information or any opinion expressed in any information received through our service, content or Website as a recommendation of any particular security, portfolio of securities, transaction or other investment instrument. This information is provided solely to facilitate customers in making their own investment decisions and professional advice should be sought regarding the suitability of any investment before investing. None of the members of the Eagle Alpha team of content providers are advising in respect of the nature, potential, value or suitability of any particular investment.
  - 5.2.2 You understand and agree that, although Eagle Alpha require employees to disclose any conflicting personal interest they (or their immediate family) may have in a company, it obtains content from a wide variety of sources which may not have similar disclosure obligations in place. You understand and agree that at the time of providing content, one or more content contributors or their affiliates may have an interest in the companies or investments written about.
  - 5.2.3 Our services and Website content should not be construed as an offer by you to buy, sell or a recommendation or solicitation to buy or sell, or otherwise deal or refrain from dealing in any particular investment.
- 5.3 **Content**
  - 5.3.1 Eagle Alpha compiles the information and content provided through our services on the basis of publicly available information and other third party sources it believes to be reliable. While reasonable care is taken in preparing the information provided through the services and contained on the Website, and in selecting third party sources, the information is of a general nature and is not intended to be relied upon. No warranties or representation express or implied are given or liability accepted by Eagle Alpha or its affiliates or any directors or employees in relation to the accuracy, fairness or completeness of the information contained herein.
  - 5.3.2 All information provided to you through our services or Website content is provided only as of the date published, and may be superseded by subsequent events or for other reasons. Eagle Alpha may also provide links to previously published content and it is your responsibility to ensure that you are viewing the most recent information.

5.3.3 Information provided through our services or on the Website is subject to change. We may amend, update, suspend or delete any information in the content without notice at any time and at our sole discretion.

## 6. **The Website Changes Regularly**

We aim to update the Website regularly, and may change the content at any time. If the need arises, we may suspend access to the Website, or close it indefinitely.

## 7. **Our Liability**

7.1 The material displayed on the Website is provided without any guarantees, conditions or warranties as to its accuracy. To the extent permitted by law, we, other members of our group of companies and third parties connected to us hereby expressly exclude:

7.1.1 all conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity; and/or

7.1.2 any liability for any direct, indirect or consequential loss or damage incurred by any user in connection with the Website or in connection with the use, inability to use, or results of the use of the Website, any websites linked to them and any materials posted on them, including, without limitation any liability for:

(a) loss of income or revenue;

(b) loss of business;

(c) loss of profits or contracts;

(d) loss of anticipated savings;

(e) loss of data;

(f) loss of goodwill;

(g) wasted management or office time; or

(h) any other loss or damage of any kind, however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable.

7.2 Nothing in this section 7 affects our liability for death or personal injury arising from our negligence, nor our liability for fraudulent misrepresentation, nor any other liability which cannot be excluded or limited under applicable law.

## 8. **Information About You And Your Visits To The Website**

We process information about you in accordance with our Privacy and Cookies Statement. By using the Website, you consent to such processing and you warrant that all information provided by you is accurate.

## 9. **Third Party Content**

9.1 We will not be responsible, or liable to any third party, for the content or accuracy of any materials provided by third parties ("Third Party Content") and posted on the Website through, for example, Twitter feeds or analysis tools.

- 9.2 We do not endorse any Third Party Content posted on the Website. We operate a 'notice and takedown' policy on the Website and if you believe that any content on the Website contains a defamatory statement or infringes your intellectual property rights please notify us immediately by e-mailing enquiries@eaglealpha.com. Once we have received this notification we will use all reasonable endeavours to remove the content within a reasonable period of time.

## 10. **Viruses, Hacking And Other Offences**

- 10.1 You must not misuse the Website or any software used by or in connection with the Website by knowingly introducing viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware. You must not attempt to gain unauthorised access to the Website, in particular non-public areas, the server on which the Website is stored or any server, computer or database connected to the Website. You must not attack the Website via a denial-of-service attack or a distributed denial-of service attack.
- 10.2 By breaching this provision, you may commit a criminal offence and we may report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use the Website will cease immediately.
- 10.3 We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of the Website or to your downloading of any material posted on it, or on any website linked to it.

## 11. **Prohibited Uses**

- 11.1 You may use the Website only for lawful purposes. You may not use the Website:
- 11.1.1 in any way that breaches any applicable local, national or international law or regulation;
  - 11.1.2 in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;
  - 11.1.3 for the purpose of harming or attempting to harm minors in any way;
  - 11.1.4 to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam); or
  - 11.1.5 to transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.
- 11.2 You also agree not to:
- 11.2.1 reproduce, duplicate, copy or re-sell any part of any the Website in contravention of the provisions of these Terms of Use;
  - 11.2.2 frame or mirror any part of the Website or any software used by or in conjunction with the Website without our prior written consent;

- 11.2.3 use any robot, spider, site search/retrieval application, or other manual or automatic device or process to download, retrieve, index, data-mine or in any way reproduce or circumvent the navigational structure or presentation of the Website or its contents;
- 11.2.4 modify, adapt, sub-licence, translate, sell, reverse engineer, decompile or disassemble any portion of the Website or any software used by or in conjunction with the Website; or
- 11.2.5 not to access without authority, interfere with, damage or disrupt:
  - (a) any part of the Website;
  - (b) any equipment or network on which the Website are stored;
  - (c) any software used in the provision of the Website; or
  - (d) any equipment or network or software owned or used by any third party.

## 12. **Suspension And Termination**

- 12.1 We will determine, in our discretion, whether there has been a breach of these Terms of Use through your use of the Website. When a breach of these Terms of Use has occurred, we may take such action as we deem appropriate.
- 12.2 Failure to comply with these Terms of Use constitutes a material breach of the terms upon which you are permitted to use the Website, and may result in our taking appropriate action, including all or any of the following:
  - 12.2.1 immediate, temporary or permanent withdrawal of your right to use the Website;
  - 12.2.2 issue of a warning to you;
  - 12.2.3 legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach;
  - 12.2.4 further legal action against you; or
  - 12.2.5 disclosure of such information to law enforcement authorities as we reasonably feel is necessary.
- 12.3 We exclude liability for actions taken in response to breaches of these Terms of Use. The responses described in these Terms of Use are not limited, and we may take any other action we reasonably deem appropriate.

## 13. **Indemnity**

You agree to indemnify us and keep us indemnified (including our directors, officers, agents, servants and employees) against all losses, costs, charges, demands, proceedings, damages, actions, expenses and claims howsoever incurred by us as a result of your use of the Website or a breach by you of any of these Terms of Use.

## 14. **Linking To The Website**

- 14.1 You may link to the Website home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not

establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

14.2 You must not establish a link from any website that is not owned by you.

14.3 The Website must not be framed on any other site, nor may you create a link to any part of the Website other than the Website home page. We reserve the right to withdraw linking permission without notice. You agree to cease such linking if, in our sole opinion, the website from which you are linking impacts upon our goodwill or reputation.

14.4 If you wish to make any use of material on the Website other than that set out above, please address your request to [enquiries@eaglealpha.com](mailto:enquiries@eaglealpha.com).

## 15. **Links From The Website**

Where the Website contains links to other sites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them.

## 16. **Jurisdiction And Applicable Law**

The Irish courts will have exclusive jurisdiction over any claim arising from, or related to, a visit to the Website although we retain the right to bring proceedings against you for breach of these conditions in your country of residence or any other relevant country. These Terms of Use are governed by Irish law.

## 17. **Variations**

We may revise these Terms of Use at any time by amending this page. You are expected to check this page from time to time to take notice of any changes we made, as they are binding on you. Some of the provisions contained in these Terms of Use may also be superseded by provisions or notices published elsewhere on the Website.

## 18. **Notices**

18.1 All notices given by you to us should be sent to us to [enquiries@eaglealpha.com](mailto:enquiries@eaglealpha.com). Subject to and as otherwise specified in these Terms of Use we may give notice to you at either the email or postal address you provide to us during the registration process.

18.2 Notice will be deemed received and properly served immediately when posted on the Website, 24 hours after an email is sent, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an email that such email was sent to the specified email address of the addressee.

## 19. **Waiver**

If we fail to insist upon strict performance of any of your obligations under any of these Terms of Use, or if we fail to exercise any of the rights or remedies to which we are entitled under these Terms of Use, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations. A waiver by us of any default shall not constitute a waiver of any subsequent default. No waiver by us of any of your obligations under these Terms of Use shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing in accordance with section 18 (Notices) above.

20. **Severability**

If any of these Terms of Use are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

21. **Entire Agreement**

21.1 These Terms of Use and any document expressly referred to in them and other terms accepted by you in connection with your use of the Website represent the entire agreement between you and us in relation to their subject matter and supersede any prior agreement, understanding or arrangement between you and us, whether oral or in writing.

21.2 Both you and us acknowledge that neither you nor us has relied on any representation, undertaking or promise given by the other or be implied from anything said or written in negotiations between you and us except as expressly stated in these Terms of Use.

22. **Your Concerns**

If you have any concerns about material which appears on the Website, please contact us at [enquiries@eaglealpha.com](mailto:enquiries@eaglealpha.com).