

## Use

CDC Group plc (“CDC”) maintains this web site (the “Site”) as a service to its users. The information presented on the Site is for informative purposes only. CDC invites users to visit the Site and download and copy information, documents and materials (collectively, “Materials”) from the Site for his or her personal, non-commercial use, without any right to resell, redistribute or create derivative works therefrom, subject to the terms and conditions outlined below. Use of this Site constitutes agreement with the following terms and conditions.

## Disclaimer

Materials provided on the Site are presented “as is” without warranty of any kind, either express or implied, including without limitation warranties of merchantability, fitness for a particular purpose, and non-infringement. CDC does not make any warranties or representations as to the accuracy or completeness of the Materials. CDC periodically changes, improves and/or updates the Materials without notice. Under no circumstances shall CDC be liable for any loss, damage, liability or expense incurred or suffered which is claimed to have resulted from use of the Site, including without limitation, any fault, error, omission, interruption or delay with respect thereto. Use of the Site is at a user’s sole risk. Under no circumstances, including, but not limited to, negligence, shall CDC be liable for any direct, indirect, incidental, special or consequential damages, even if CDC has been advised of the possibility of such damages.

Users of the Site specifically acknowledge and agree that CDC is not liable for any conduct of any user.

The Site may contain advice, opinions and statements of various information providers and content providers. CDC does not represent or endorse the accuracy or reliability of any advice, opinion, statement or other information provided by any information provider or content provider, or any user of this site or other person or entity. Reliance upon any such opinion, advice, statement or other information shall also be at each user’s own risk. Neither CDC nor any of its agents, employees, information providers or content providers shall be liable to any user or anyone else for any inaccuracy, error, omission, interruption, timeliness, completeness, deletion, defect, failure of performance, computer virus, communication line failure, alteration of or use of any content herein, regardless of cause, for any damages resulting therefrom.

As a condition of use of this Site, users agree to indemnify CDC from and against any and all actions, claims, losses, damages, liabilities and expenses (including reasonable legal fees) arising out their use of this Site, including without limitation any claims alleging facts that if true would constitute a breach by the user of these terms and conditions. If a user is dissatisfied with any material on the Site or with any of terms and conditions of use of the Site, his or her sole and exclusive remedy is to discontinue using the Site.

Nothing in this Site or any Materials shall be construed, implicitly or explicitly, as containing any investment recommendations or be considered as investment advice.

### **Links to third party web sites**

The Site contains links to third-party web sites. The linked sites are not under the control of CDC and CDC is not responsible for the contents of any linked site or any link contained in a linked site. CDC provides these links only as a convenience, and the inclusion of a link does not imply endorsement of the linked site by CDC.

If this Site contains bulletin boards, chat rooms, access to mailing lists or other message or communication facilities (collectively, "Forums"), users agree to utilise the Forums only to send and receive messages and material that are proper and related to the particular Forum. By way of example, and not as a limitation, users agree that when using a Forum, they shall not do any of the following:

- defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others.
- publish, post, distribute or disseminate any defamatory, infringing, obscene, indecent or unlawful material or information.
- upload or attach files that contain software or other material protected by intellectual property laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consents.
- upload or attach files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer.
- delete any author attributions, legal notices or proprietary designations or labels in any file that is uploaded.

- falsify the origin or source of software or other material contained in a file that is uploaded.
- advertise or offer to sell any goods or services, or conduct or forward surveys, contests, or chain letters.
- download any file posted by another user of a Forum that they know, or reasonably should know, cannot be legally distributed in such manner.

Users acknowledge that all Forums are public and not private communications. Further, users acknowledge that chats, postings, conferences, e-mails and other communications by other users are not endorsed by CDC, and such communications shall not be considered reviewed, screened, or approved by CDC. CDC reserves the right for any reason to remove without notice any contents of the Forums received from users, including without limitation e-mail and bulletin board postings.

## **Applicable laws and consents**

This Agreement will be interpreted and enforced in accordance with the laws of England and Wales. Any action to enforce this agreement shall be brought in a court located in London.

Users specifically acknowledge that its use of the Site may be subject to applicable law and to the rules and regulations of various stock exchanges and regulatory authorities, as well as restrictions imposed by various data providers, any or all of which may restrict such use. Users agree to identify and obtain any agreement, approval, license or permit from which may be so required, at their own expense.

## **General**

CDC reserves its exclusive right in its sole discretion to alter, limit or discontinue the site or any Materials in any respect. CDC shall have no obligation to take the needs of any user into consideration in connection therewith.

CDC reserves the right to deny in its sole discretion any user access to this Site or any portion thereof without notice.

No waiver by CDC of any provision of this Agreement shall be binding except as set forth in



a writing signed by its duly authorised representative.