

## Terms of Service

Last updated: December 2024

Welcome to Swissarb! These Terms of Service govern your use of our website and services. By accessing or using our website, you agree to comply with these terms. If you do not agree, please refrain from using our platform.

### 1. Definitions

- "Website" refers to the Swissarb website, accessible at [www.swissarb.com].
- "User" refers to any individual, entity, or organization accessing or using the Website.
- "Services" refers to the consulting and advisory services provided by Swissarb, including but not limited to:
  - Advice on arbitrage strategies for mergers and acquisitions.
  - Guidance on subscription rights for shares.
  - Specialized support for institutional clients.

### 2. Acceptance of Terms

By using the Website or engaging Swissarb's services, you confirm that you have read, understood, and agreed to these Terms of Service. If you do not agree to these terms, you must stop using the Website and our services immediately.

### 3. Use of the Website and Services

#### 3.1 Eligibility

The Website and Services are intended for professional and institutional clients only. By using them, you represent that:

- You are authorized to act on behalf of the organization you represent (if applicable).
- You comply with all applicable laws and regulations related to financial services in your jurisdiction.

#### 3.2 Prohibited Activities

Users agree not to:

- Use the Website or Services for any illegal or unauthorized purpose.

- Share misleading or fraudulent information with Swissarb or its affiliates.
- Copy, distribute, or exploit the Website content or proprietary tools without prior written consent.

#### 4. Disclaimer on Advisory Services

Swissarb provides advisory services tailored to mergers and acquisitions and related arbitrage opportunities. However:

- Swissarb does not provide investment, legal, or tax advice. Clients are encouraged to consult their own advisors for such matters.
- All advice and information provided by Swissarb are for informational purposes only and do not constitute a guarantee of financial performance.
- Swissarb is not liable for market risks, decisions, or outcomes based on the advice provided.
- Swissarb is not an investment manager, asset manager or financial intermediary.

#### 5. Intellectual Property

All content and tools available on the Website, including proprietary reports, strategies, and analyses, are the exclusive property of Swissarb or its licensors. Unauthorized reproduction, distribution, or use of this material is prohibited.

#### 6. Confidentiality

Swissarb maintains strict confidentiality regarding client data and engagements. However:

- Clients agree to use information provided by Swissarb solely for internal purposes and not disclose it to third parties without prior authorization.
- Swissarb may retain anonymized data for internal analysis and reporting purposes.

#### 7. Limitation of Liability

Swissarb shall not be held liable for:

- Market fluctuations, losses, or unrealized gains stemming from arbitrage strategies or other advisory services.
- Indirect, incidental, or consequential damages arising from the use of the Website or Services.
- Errors or omissions in the provided information or reports.

#### 8. Privacy and Data Use

Swissarb adheres to strict privacy practices. Please review our [Privacy Policy] for details on how we collect, store, and protect user data.

## 9. Modifications

Swissarb reserves the right to update these Terms of Service at any time. Users will be notified of significant changes. Continued use of the Website or Services constitutes acceptance of the updated Terms.

## 10. Governing Law

These Terms are governed by and construed in accordance with the laws of [Insert Applicable Jurisdiction]. Any disputes shall be resolved exclusively in the competent courts of [Insert Location].

## 11. Contact Information

If you have questions or concerns about these Terms or our Services, please contact us:

- Email: [middle@swissarb.com](mailto:middle@swissarb.com)

- Phone: +41227074270

- Address: 3 place des Eaux-Vives, 1207 Geneva, Switzerland