

## Terms of Use

This page sets out the terms and conditions (“**Terms**”) of this website (the “**Site**”). This Site is operated by the FOCUS ESTATE FUND, together with its affiliates and subsidiaries (“**FOCUS ESTATE FUND**”). Before using this Site, you should read the Terms carefully, as well as our Cookie Notice and Privacy Policy.

These Terms cover your use of this Site, and by accessing and using this Site you accept the Terms and the Privacy Policy; and you confirm that your access to the Site is in compliance with the applicable laws and regulations of your jurisdiction or country of residence.

### **PURPOSE OF THE SITE**

The Site is provided for informational purposes only and does not create a business or any other relationship between you and FOCUS ESTATE FUND.

### **WEBSITE CONTENT**

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### **USER INDEMNITY**

Site users are asked to ensure that they are legally entitled to consult this Site in the country which the connection has been established.

### **DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY**

The Contents are provided “as – is“ and “as available” at your sole risk and neither FOCUS ESTATE FUND, nor its third party providers, makes any guarantee, representation, or express or implied warranty (including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement) regarding such information. FOCUS ESTATE FUND, and any of its third party providers, disclaim any warranty and all liability, whether arising in contract, tort or otherwise, for any losses, liabilities, damages, expenses or costs, either direct, indirect, consequential, special or punitive, arising from or in connection with your access to and/or use of the information herein. Neither FOCUS ESTATE FUND, nor any of its third party providers, shall have any liability, monetary or otherwise, to you or any other person or entity in the event the information presented herein produces incorrect, invalid or detrimental result.

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Nothing in these Terms shall exclude or limit FOCUS ESTATE FUND's liability for fraud or any other liability which cannot be excluded or limited under the Law.

Furthermore, if your use of material on the Site results in the need for servicing, repairing or correcting any equipment, software or data, you must assume all costs thereof.

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No hyperlinks to the Site or any website owned or operated by FOCUS ESTATE FUND may be created without the consent of FOCUS ESTATE FUND. If you desire to display on your website a hyperlink to a FOCUS ESTATE FUND site, you must enter into a written agreement with FOCUS ESTATE FUND governing such display, prior to creating any such links. Access to any FOCUS ESTATE FUND website does not authorize you to use FOCUS ESTATE FUND's names, logos, trademarks, or copyrights and you agree not to do so without FOCUS ESTATE FUND express written consent.

## **DATA PROTECTION**

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### **AGE AND RESPONSIBILITY**

You confirm that you are of sufficient legal age to use this website and to create binding legal obligations for any liability you may incur as a result of the use of this website. You agree that you are financially responsible for all uses of the Site by yourself and those using your computer.

### **TERMINATION OF ACCESS**

FOCUS ESTATE FUND reserves the right to terminate, without prior notice, your access to the Site at FOCUS ESTATE FUND's sole discretion, including without limitation, for overuse or abuse of Site.

### **GOVERNING LAW**

The Site and the Terms are governed by Law of Luxembourg. Any legal proceedings involving the Site or the Terms must be brought before the Luxembourg courts.

### **SEVERABILITY**

To the extent any portion of these Terms are determined to be unenforceable by a court of competent jurisdiction, such portion will be modified by the court solely to the extent necessary to cause such a portion to be enforceable and these Terms, as so modified, shall remain in full force and effect.

### **CONTACT**

If you have any questions please contact: [info@focus.fund](mailto:info@focus.fund).