

# GENERAL TERMS AND CONDITIONS OF THE NEWSLETTER SERVICE

## Basic provisions

1. The Newsletter Service is a service developed and provided by the company **MPK Capital Management** a.s., the joint-stock company established under the law of the Slovak Republic by registration in the Commercial Register of the City Court of Košice, Section: Sa, File No.: 1781/V, with assigned ID number: 54067189 and registered office at Polomská 524, 04921 Betliar, Slovak Republic (hereinafter the "**Company**").
2. The Newsletter Service is provided exclusively for educational purposes, the use of the Newsletter Service for any other purpose is prohibited.
3. The Newsletter service is a paid service. Currently, it is exceptionally and temporarily provided free of charge for all users.
4. The Newsletter service consists in making available the current edition of the Newsletter. The Newsletter is a regularly created educational material that contains, in a structured form, explanations of the basic options trading terms and some information processed in an educational form about the composition, significant actions and changes in the portfolio of a real hedge fund - [Alpha Fund - an alternative investment fund managed by the Company](#).
5. The Company makes the Newsletter Service available to users mainly in two ways, (i) by publishing it on social networks from the Company's profile and (ii) by sending it regularly to users registered for subscription, i.e. at their own request.
6. Using the Newsletter Service means accessing, reading, viewing, displaying or any other way using the Newsletter issued by the Company in a browser and any user interaction, automated or manual, with its content.
7. [Terms of use of the website](#) and [Legal disclosure](#) apply appropriately to all the information provided as part of the Newsletter Service.

## Rights and obligations of users

8. Any person or entity using the Newsletter Service provided by the Company is considered a user.
9. Any user who does not violate binding legal regulations in his/her respective jurisdiction is entitled to use the Newsletter Service for the purpose specified in the basic provisions. This authorization is non-claimable.
10. Use of the Newsletter Service for a purpose other than that specified in these General Terms and Conditions of the Newsletter Service is prohibited. Every user who uses the Newsletter Service is obliged to follow the binding legal regulations of his jurisdiction, of the Slovak Republic and these General Terms and Conditions of the Newsletter Service.
11. Users are not authorized to provide or share parts of the information made available within the Newsletter Service for remuneration or in any other way that would not-comply with the stated purpose of providing the Newsletter Service or in any other way that would present the Newsletter Service as a service provided for a different purpose or under conditions different to these General Terms and Conditions of the Newsletter Service.
12. By using the Newsletter Service, the user fully agrees to the General Terms and Conditions of the Newsletter Service and declares that he will ensure himself, with the help of third party or the Company, that he fully understands them and fully complies with them.

13. During the use of the Newsletter Service, personal data voluntarily provided by users to the Company may be collected. The user is responsible for the truthfulness and legality of the personal data provided by him and at the same time agrees to their collection and processing by the Company in accordance with the currently valid and effective Privacy Protection Policy of the Company. [More about the terms of personal data protection.](#)
14. Users using the Newsletter Service are responsible for complying with all applicable and effective laws and regulations in their respective jurisdictions before accessing the information contained in the Newsletter. By continuing to access the Newsletter, users represent and warrant that they are permitted to do so by the valid and effective legal regulations of their respective jurisdiction.
15. Users are fully responsible for their own security by following security principles and proper protection of the hardware and software they use, at least to the extent of basic security tools such as functional anti-virus software, firewall and backup. The company bears no responsibility for any problems with software or hardware, or damage to user data that may have occurred in connection with the use of the Newsletter Service, especially if the user has violated the principles of safety behavior on the Internet or proper protection of hardware and software.
16. Users are obliged to respect intellectual property rights when using the Newsletter Service.
17. When using the Newsletter Service, users are prohibited from using hardware or software designed to damage or interfere with the proper functioning of the Newsletter Service or to secretly capture any system, data or personal data from the Newsletter Service, including, but not limited to, (i) the use of any robot, web crawler (spider) or other automatic device, process or means to access the Newsletter Service for any purpose, including tracking or copying any material made available; (ii) any attempt to gain unauthorized access to, interfere with, add to, damage, alter, disrupt or remove any part of the Newsletter Service or the server from which the Newsletter Service is provided, or any server, computer or database connected to the Newsletter Service; (iii) attack the Newsletter Service through a cyber denial of service attack or a distributed denial of service attack; (iv) use any manual or automated process to monitor or copy any material made available or for any other unauthorized purpose without Company's prior written consent; or (v) cause the Website or parts thereof to be displayed, or appear to be displayed, such as by means of frames, direct links on any other site. You agree not to interrupt or attempt to interrupt the operation of the Newsletter Service in any way.
18. If the user becomes aware of a violation of these General Terms and Conditions of the Newsletter Service by him or another person or entity, he is obliged to report such fact to the Company via the [contact form](#).

## Disclaimers

19. Any legal relationships related to the use of the Newsletter Service and the General Terms and Conditions of the Newsletter Service are governed exclusively by the law of the Slovak Republic and the courts of the Slovak Republic have exclusive jurisdiction to review these matters.
20. The company fully reserves the right to change the General Terms and Conditions of the Newsletter service at any time and in any way, even without giving a reason and notifying users. Only the General Terms and Conditions of the Newsletter service in their valid and effective version published at all times.
21. If any provision of the General Terms and Conditions of the Newsletter service held to be for any reason illegal, invalid or for any reason unenforceable, then this provision will be used

only to the extent and in a way that its enforceability is preserved to the greatest extent possible, at the same time this does not affect the validity and effectiveness of the other provisions.

22. The Company reserves the right, at its sole discretion, to restrict or terminate the use of the Newsletter Service by any user at any time and without any notice. Termination of access to or use of the Newsletter Service shall not waive or affect any other rights or reliefs to which the Company may be entitled by law.
23. All content and all information provided by the Company as part of the Newsletter Service, except for the content of third parties, is the intellectual property of the Company. Logos, graphics and the name of the Company, funds and other products are protected by trade name protection and protection against unfair business practices and competition.
24. Due to the purpose of providing the Newsletter Service, the information made available is only educational in nature. That means that the information is made available in such a form and accuracy that users gain knowledge about the principles surrounding an active options trading hedge fund portfolio. Therefore, the information may not be accurate or correct, because the provision of the Newsletter Service under no circumstances serves as a basis for making decisions about trading on the market, investing or buying securities. In view of the above, the correctness or accuracy of the information made available by the Company is not guaranteed by the Company itself, nor by its statutory officers, employees or third parties.
25. No information made available as part of the provision of the Newsletter Service does constitute or should be considered in any jurisdiction as an invitation to invest or otherwise trade any shares, securities, contracts or other financial instruments. The Newsletter Service is not intended for users whose access to the content would violate the applicable laws and regulations of their respective jurisdiction.
26. The information made available is under any circumstances no announcement, offer (public or private), recommendation or professional advice for any investment in any assets or financial instruments, nor to participate in the collection of any money and money-appreciable values for the purpose of any collective investment. The purpose of making information available within the Newsletter Service is exclusively educational. The published information does not constitute a public offer or a private offer for the subscription of any shares or other securities.
27. The Newsletter service is under no circumstances provided as advice or performed as any of the services or activities defined by Directive 2014/65/EU of the European Parliament and of the Council of 15 May 2014 on markets in financial instruments (MiFID II).
28. Any content originating from third parties is presented as published by the third parties, without verification of its correctness, truthfulness, accuracy or harmfulness. The Company bears no responsibility for him. By listing third-party content, the Company does not express endorsement or approval of third-party content.