

# TERMS OF USE OF THE MPK CAPITAL MANAGEMENT WEBSITE

## ESSENTIAL TERMS OF USE AND INFORMATION

You are entering the Website of **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 I, Section: Sa, File No.: 1781/V, with assigned ID number: 54067189 and registered office at Polomská 524, 04921 Betliar, Slovak Republic (hereinafter the "Company"). The Company's Website is established solely for the purpose of sharing information about the Company and the Company's activities.

Any person or entity accessing the Company's Website is considered its user.

Website means any single, albeit separable part of the content of the domain [www.mpkcapital.eu](http://www.mpkcapital.eu).

Use of the Website means accessing, reading, viewing, displaying the Website in a browser and any user interaction, automated or manual, with the Website.

Personal information and data provided voluntarily by users of the Website may be collected while using the Website. 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 conditions of personal information and data protection.](#)

Users of the Website are responsible for complying with all applicable laws and regulations in their respective jurisdictions before accessing the information provided on the Website. By continuing to access the information, users declare and warrant that the applicable laws and regulations of their respective jurisdictions allow them to do so. Nothing contained on this Website constitutes or should be construed as an invitation to invest or otherwise trade with the Company's shares in any jurisdiction. The Website is not intended for users whose access to the content would violate applicable laws and regulations of their respective jurisdictions.

The Terms of Use of the MPK Capital Management Website apply in full to each user of the Website. Any legal matters related to the use of the MPK Capital Management Website and the Terms of Use of the MPK Capital Management Website are governed exclusively by the law of the Slovak Republic and the courts of the Slovak Republic have exclusive jurisdiction to review these matters.

The users of the Website acknowledge that the Website is established for and serves only the purpose stated in the introductory paragraph of The Terms of Use of the MPK Capital Management Website.

The company fully reserves the right to change the Terms of Use of the MPK Capital Management Website at any time and in any way, without giving a reason and notice. Only the Terms of Use of the MPK Capital Management Website in the valid and effective version are published at all times.

If any provision of these Terms is held to be illegal, invalid, or unenforceable for any reason, then this provision will apply only to the extent and in such a way as to preserve its enforceability as far as possible, without prejudice to the validity of the other provisions.

## **LEGAL STATUS OF THE COMPANY AND ITS ACTIVITIES**

The activities of MPK Capital Management a.s. (here after only as "Company"), which it informs about on the Internet, its Website or social networks include the performance of the activities of a registered manager of alternative investment funds pursuant to the provisions of Section 31b of Act no. 203/2011 Coll. on Collective Investment, as amended (hereinafter referred to as "ACI") to the extent of the exemption pursuant to Section 31a par. 1 ACI. Within the scope of this activity, the Company establishes and manages alternative investment funds established under the law of the Slovak Republic as independent legal entities over whose business management the Company has full control. For this reason, the Company's Website, social profiles or accounts on other websites also contain information on the activities of these companies registered as alternative investment funds managed by the Company.

The Company is registered in a register of managers of alternative investment funds at National Bank of Slovakia. [The entry in the register.](#)

[Alpha Fund j.s.a.](#), [Alpha Fund Dynamic j.s.a.](#), [Alpha Fund Conservative j.s.a.](#) are domestic collective investment undertakings with legal personality pursuant to the provisions of Section 4 par. 2 letter b) ACI (hereinafter all undertakings jointly but individually referred to as the "Fund") managed by the Company on the basis of an agreement on the management of an alternative investment fund concluded in accordance with the provisions of Section 26b and Section 31a ACI. The Fund is an alternative investment fund which is not governed by a legally binding act of the European Union governing undertakings for collective investment in transferable securities (DIRECTIVE 2009/65 / EC OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 13 July 2009 on the coordination of laws, regulations and administrative provisions relating to undertakings for collective investment in transferable securities (UCITS).

The activities of alternative investment funds managed by the Company are high-risk collective investment activities rated by the Company at the risk level of 8 out of 10. The investment into the Fund does not guarantee any returns and the investment net asset value may go significantly up as well as down or to be subject to a total loss.

Distribution of securities or ownership interests in the Fund in accordance with Section 4 par. 4 of ACI can be done only to the professional investors and only via private offering.

Due to the stated, we strongly suggest the users who are not professional investors to consult a professional financial advisor when evaluating, or assessing any of the information or data published by the Company on the Internet.

Due to the anti-money laundering regulation, the Fund or the Manager reserve the right to demand from all potential investors or existing investors, before, but also during the existence of the investor's investment, any information and documents necessary for the Fund or the Company to fulfill their obligations in accordance with this regulation. In the event that there is no proper cooperation on the part of the investor or potential investor, the latter acknowledges that the subscription of shares may not take place, or the Fund or the Manager may take other legal steps aimed at achieving such a state that is in accordance with the applicable law.

## **LEGAL STATUS OF THE INFORMATION AND CONTENT PROVIDED**

Any information published by the Company on the Internet, on its Website, or on social networks, due to the above-mentioned legal status of the Company, serves exclusively to purpose of sharing information about the activities of the Company and about the Company itself. All published information and accessible content is published for this purpose only, including the publication of contacts to establish communication with the Company as well any communication established between any user of the Internet and the Company.

The information published by the Company is for information purposes only. The Company, its executives, employees or third parties are not responsible for the accuracy and precision of the information published by the Company. The information published by the Company does not constitute an announcement, offer (neither public nor private), recommendation or professional advice for any investment in any assets or financial instruments, or participating in the raise of any cash and money valuables for the purpose of any collective investment. Any published information by the Company does not constitute a public or private offer to buy shares of the Company or the Fund. Any published content does not establish any legal relationship unless there is a violation of the Company rights. By publishing any content on the on the Internet, on its Website, or on social networks the Company does not provide advice or perform any 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).

The information published and content of the Website are intended only for Internet users who do not violate any law or obligation biding them at that time and place. Each user is fully responsible for complying with the stated.

Any content originating from third parties is published as published by third parties, without verifying its correctness, truthfulness, accuracy, or harmfulness. The Company takes no responsibility for the stated. By disclosing third party content, the Company does not endorse or agree with the third party content.

All content and information published, except for third party content, is the intellectual property of the Company. The logos, graphics and name of the Company, funds and other products are protected by trade name protection and protection against unfair trade practices and competition.

## **CONDITIONS OF USE OF THE WEBSITE**

Users are fully responsible for their own security by adhering to security principles and by implementing proper protection of the hardware and software they use, at least within the scope of basic security tools such as functional antivirus software, firewall and backup. The Company shall not be liable for any software or hardware problems or damage to the user's data that may have occurred in connection or relation to the use of the Website, especially if the user has violated the principles of Internet security or proper protection of hardware and software.

Users are prohibited to use any hardware or software intended to damage or interfere with the proper working of the Website or to surreptitiously intercept any system, data or personal information from the Website, including but not limited to (i) use of any robot, spider or other automatic device, process or means to access the Website for any purpose, including monitoring or copying any of the material on the Website; (ii) any attempt to gain unauthorized access to, interfere with, add, damage, change, intrude or disrupt any parts of the Website, the server on which the Website is hosted, or any server, computer or database connected to the Website; (iii) cyber-attack the Website via a denial-of-service attack or a distributed denial-of-

service attack; (iv) use any manual or automatized process to monitor or copy any of the material on the Website or for any other unauthorized purpose without prior written consent by the Company; or (v) cause the Website or portions of it to be displayed, or appear to be displayed by, for example, framing, deep linking or in-line linking, on any other site. You agree not to interrupt or attempt to interrupt the operation of the Website in any way. The Company reserves the right, in its sole discretion, to limit or terminate your access to or use of the Website at any time without notice. Termination of your access or use will not waive or affect any other right or relief to which the Company may be entitled by law.

## **PERSONAL DATA PROTECTION**

The protection of personal information and data obtained from users of the Company's Website is governed by the currently valid and effective Privacy Protection Conditions of the Company, which are as follows:

### **PRIVACY PROTECTION POLICY**

**MPK Capital Management a.s.**

The Privacy Protection Policy are valid from 27.6.2023.

We care about protecting your privacy. Therefore, please read the Privacy Protection Policy carefully (the "**Terms**").

The Privacy Protection Policy describes in detail how we obtain, use, store and, where applicable, disclose your personal information and data in individual activities performed by MPK Capital Management a.s., with its registered office at Polomská 524, 049 21 Betliar, Slovak Republic, ID No.: 54 067 189, registered in the Commercial Register of the City Court Košice, Section: Sa, File No.: 1781/V (hereinafter referred to as "**we**" or "**MPK Capital Management**").

If you have any queries, questions or requests regarding privacy, please contact us at: [info@mpkcapital.eu](mailto:info@mpkcapital.eu)

For the purposes of these Terms, the following definitions apply:

"**Personal Data**" means all personal data relating to a specific natural person who is identifiable or could be identified by this data and which is processed by MPK Capital Management for any of the purposes set out in these Terms and Conditions.

"**Operator**" means a specific person who determines the purpose of processing Personal Data and is MPK Capital Management

"**Intermediary**" means a person other than the Operator in a given case, who processes Personal Data on behalf of the Operator in a specific case.

"**GDPR**" means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data.

"**Website**" means any Website operated by the Operator, in particular [www.mpkacapital.eu](http://www.mpkacapital.eu), or any other Website established at any time in the future.

The Operator processes your Personal Data in accordance with GDPR and Act no. 18/2018 Coll. on the protection of personal data and on the amendment of certain laws as amended.

## 1. What Personal data and other data do we collect about you?

### 1.1. Personal Data you provide to us:

You provide us with personal Data if

- you decide to fill in our contact form on the Website;
- you decide to contact us by e-mail;
- you enter into an investment agreement or any other agreement, amendments thereto, etc. with us.

If you provide us with any Personal Data voluntarily, you are obliged to consider for yourself to what extent you provide such Personal Data. However, without providing some Personal Data, MPK Capital Management cannot respond to your request or request or enter into a contract with you.

You are responsible for the accuracy, completeness and veracity of the Personal Data provided and the Operator will rely on the accuracy, completeness and veracity of this Personal Data. The Operator is not liable for any damages that may arise to you or any third party in connection with the provision of incorrect, incomplete or false Personal Data.

## 1.2. Personal Data we collect from your use of the Website

MPK Capital Management may also collect data that allows your identification indirectly. These are mainly the following data:

- information and data from the devices you use to access the Website, which may include general information about your device;
- log data, which is data and information that our servers automatically store whenever you access the Website (especially the IP address, access time, information about the hardware and software you use, the number of clicks, the pages you will see or their order and time, which you spend on the site and others);
- information about your use of the Website;
- information obtained through cookies and other user monitoring programs, including cookies and monitoring programs of our partners or social network operators;
- information obtained by monitoring user activities after clicking on an advertising banner or link, as well as information on activities on third-party sites (such as search engines and social networks);
- information that we obtain through social plugins operated by third parties, e.g. Facebook Like Button and the like.

## 1.3. Personal Data we collect from third parties

MPK Capital Management may also collect Personal Data from third parties and combine this Personal Data with Personal Data obtained by MPK Capital Management from you.

## 2. How do we process your Personal Data?

MPK Capital Management processes your Personal Data to the extent and in accordance with these Terms and for the purposes set out below in these Terms.

### 2.1. Answering questions, requests, questions

MPK Capital Management processes your Personal Data in the range of name, surname, address of permanent residence, date of birth, birth number, bank account, email address, telephone number, amount of funds invested in the investment fund and any other data that you choose to report to us. via the inquiry form or by e-mail for the purpose of contacting you as well as for the purpose of processing your question, request or inquiry or for us to perform other activities in connection with your question, request or inquiry.

The legal basis for the processing of Personal Data in this case is our legitimate interest in providing proper services and client support. The legal basis for answering questions, requests and inquiries in relation to persons who have entered into an agreement with MPK Capital Management is also the performance of the agreement.

Your Personal Data will be processed for the time necessary to answer your question, request or inquiry or if other measures are taken in connection with your question, request or inquiry, but not longer than 3 years.

## 2.2. Processing of requests in connection with the exercise of the rights of data subjects under the GDPR

MPK Capital Management processes your Personal Data in the range of name, surname, address of permanent residence, date of birth, birth number, bank account, email address, telephone number, amount of funds invested in the investment fund and any other data that you choose to report to us via the question form or by e-mail for the purpose of reviewing, assessing, carrying out, processing and informing you of the processing of your request for the exercise of some of the rights under the GDPR. The legal basis for the processing of Personal Data in this case is the fulfillment of our legal obligation. In this case, your Personal Data will be processed and stored for a period of 10 years from the date of receipt of the request.

## 2.3. Fulfillment of contractual and legal obligations

MPK Capital Management processes your Personal Data in the range of name, surname, address of permanent residence, date of birth, birth number, bank account, email address, telephone number, amount of funds invested in the investment fund and any other data you provide to us in connection with the conclusion of the investment contract, amendments to it or any related contract for the purpose of pre-contractual negotiations, preparation of contractual and other documentation, performance of the contract and individual obligations of MPK Capital Management, records of contractual relations, bookkeeping and other legal obligations arising from applicable legal regulations, handling complaints and other requirements and our obligations.

The legal basis for the processing of Personal Data in this case is the need to take measures at the request of the data subject before concluding the contract, fulfillment of the contract to which the data subject is a party and fulfillment of our legal obligations in connection with bookkeeping, resp. other legal obligations arising from the applicable legislation. In this case, your Personal Data will be processed and stored for the duration of our legal obligation to record and archive this Personal Data.

## 3. How do we process data obtained from the operation of the Website?

MPK Capital Management processes data obtained from your use of the Website on the basis of our legitimate interest for the purposes of providing, improving and optimizing the operation of the Website, to increase the comfort of their use, to provide technical support for the Website, analytical and statistical evaluation of Website use, findings and prevention of abuse of the Website (including prevention of fraud, security incidents and other similar activities), risk assessment and compliance with legal obligations. [More information about the use of cookies.](#)

#### **4. To whom do we make your Personal Data available?**

MPK Capital Management makes your Personal Data available in the following cases:

- if such an obligation of MPK Capital Management arises from valid legal regulations, in particular at the request of law enforcement authorities, courts, other public authorities or other authorized persons;
- if it is necessary for the performance of our duties and in securing our legitimate interests, in particular our lawyers, consultants, auditors, IT service providers, marketing and advertising agencies, etc .;
- the alternative investment Fund from MPK Capital Management fund family of which is the MPK Capital management its manager on the basis of a concluded agreement on the management of the investment fund, resp. another fund for the purpose of fulfilling the investment contract.

We enter into personal data processing agreements with persons who have the status of Intermediary in accordance with the GDPR, and the Intermediaries always process Personal Data on the basis of instructions and on behalf of the Operator and in accordance with these Conditions.

MPK Capital Management does not intend to transfer personal data to third countries or international organizations that do not guarantee an adequate level of personal data protection.

#### **5. Your rights regarding personal data protection?**

As person concerned you have the following rights in relation to the Personal Data being processed.

##### **5.1. Right of access to Personal Data**



You have the right to request confirmation from MPK Capital Management whether your Personal Data is processed and to request access to this Personal Data (re-disclosure of Personal Data may be charged) and information on the purpose of processing Personal Data, the category of Personal Data processed, recipient identification or category the recipient to whom the Personal Data has been or is to be provided, in particular the recipient in a third country or an international organization, if possible; during the retention of Personal Data, if this is not possible, information on the criteria for its determination, the right to request from MPK Capital Management the correction of Personal Data concerning the data subject, their deletion or restriction of their processing, or the right to object to the processing of Personal Data; initiation of personal data protection proceedings, sources of Personal Data, if Personal Data was not obtained from you, the existence of automated individual decision-making, including profiling, in particular information on the procedure used, as well as the importance and expected consequences of such processing of Personal Data for the data subject.

## 5.2. Right to repair

You have the right to request MPK Capital Management to correct incorrect Personal Data that concerns you without undue delay and, with regard to the purpose of processing Personal Data, the right to supplement your incomplete Personal Data.

## 5.3. Right of deletion

You have the right to request MPK Capital Management to delete without undue delay Personal Data that concerns you if they are no longer needed for the purpose for which they were obtained or otherwise processed, if you have revoked your consent to their processing and if there is no other legal basis. for their processing, if you object to their processing, if your Personal Data was obtained illegally, the reason for deletion is the obligation under the GDPR, special regulation or international agreement by which the Slovak Republic is bound, or if the Personal Data was obtained in connection with the offer of information services. companies from MPK Capital Management according to Art. 8 par. 1 GDPR.

## 5.4. Right to restrict processing

You have the right to require MPK Capital Management to restrict the processing of your Personal Data if you object to the accuracy of the Personal Data, during the period allowing MPK Capital Management to verify the accuracy of the Personal Data if the processing of Personal Data is illegal and you object to the deletion of the Personal Data and use if MPK Capital Management no longer needs Personal Data for the purpose of processing Personal Data, but you need it to assert or defend legal claims if you have objected to the processing of your Personal Data until MPK Capital Management verifies that there are legitimate reasons on its part. prevail over your legitimate reasons.

## 5.5. Right to portability of Personal Data

You have the right to require MPK Capital Management to provide you with Personal Data relating to you in a structured, commonly used and machine-readable format and the right to require MPK Capital Management to transfer such Personal Data to another operator but only if the legal basis for their processing is your consent or performance of the contract and at the same time processing is performed by automated means.

## 5.6. The right to object

You have the right to object, for reasons relating to your specific situation, to the processing of your Personal Data, including profiling, which is carried out on a legal basis which is in our legitimate interest. Based on your objection, we will evaluate whether, with respect to your particular situation, the protection of your legitimate interest, your rights and freedoms outweighs our legitimate interests, which we pursue by processing your Personal Data or if there is a legitimate reason to prove, assert or defend our legal claims. You have the right to object to the processing of Personal Data for direct marketing purposes. You have the right to withdraw your consent to the processing of Personal Data at any time. Withdrawal of consent does not affect the lawfulness of the processing of Personal Data performed on its basis prior to its revocation. Withdrawal of consent does not apply to the processing of Personal Data performed by MPK Capital Management on a legal basis other than your consent.

## 5.7. The right to initiate proceedings on the protection of Personal Data

You have the right to initiate proceedings on personal data protection before the Office for Personal Data Protection of the Slovak Republic or another supervisory body in the place of residence.

## 6. Security of Personal Data

6.1. All Personal Data that we collect and process is protected by appropriate technical means and security measures to prevent unauthorized access to or misuse of this Personal Data. We are constantly improving and implementing new administrative, technical and organizational measures to ensure adequate security of Personal Data.

6.2. Regardless of all our measures, it is necessary to keep in mind that data transmission over the public Internet network or any storage of electronic data cannot be 100% secure.

6.3. Portions of the Website may contain links to third party Websites and services that are not owned or operated by MPK Capital Management. MPK Capital Management has no control over

these Websites and services. This Website may use its own tools to obtain information and data about you, including your Personal Data.

## **7. Changes to the Terms**

7.1. We may change or modify these Terms at any time.

7.2. If we make any changes to these Terms, we will post new Terms on the Website and, if necessary, will notify you of the change to the Terms by email.

7.3. The Terms thus amended will be valid and effective from the moment we determine as the date of their validity and effectiveness.