

## TERMS OF USE

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING THE WEBSITE OR THE MOBILE APPLICATION (“APP”).

FOR YOUR CONVENIENCE, “**CUBE INVEST**” **CLOSED JOINT-STOCK COMPANY** (THE “COMPANY”) PROVIDES ACCESS TO BOTH ITS **WEBSITE** AND ITS **MOBILE APPLICATION** (THE “APP”). THE COMPANY MAY ALSO MAKE CERTAIN TOOLS, UTILITIES, AND OTHER DOWNLOADABLE PRODUCTS AVAILABLE FOR USE OR DOWNLOAD ON **BOTH THE WEBSITE AND THE APP**. THESE TERMS OF USE GOVERN YOUR ACCESS TO AND USE OF BOTH PLATFORMS, AS APPLICABLE.

THE WEBSITE AND THE APP ARE OFFERED TO YOU CONDITIONAL ON YOUR ACCEPTANCE WITHOUT MODIFICATION OF THE TERMS OF USE CONTAINED HEREIN (THE “TERMS OF USE”). YOUR USE OF THE WEBSITE AND THE APP CONSTITUTES YOUR AGREEMENT TO COMPLY WITH THESE TERMS OF USE.

IF YOU DO NOT AGREE TO ALL OF THESE TERMS, YOU ARE NOT AN AUTHORIZED USER OF THESE SERVICES AND YOU SHOULD NOT USE THE WEBSITE OR APP AND LEAVE THEM IMMEDIATELY.

### 1. General information and limited warranty

The **Website and the App** are operated by “**Cube Invest**” Closed Joint-Stock Company (“**Company**”), a legal entity duly incorporated under the laws of the **Republic of Armenia** and licensed by the **Central Bank of the Republic of Armenia**. The Website and the App are managed by the Company, and all individuals accessing them (“**You**”, “**Your**”, “**Yours**”) are subject to these **Terms of Use**.

The Company aims to provide accurate, up-to-date, and comprehensive information on the Website and the App, subject to the availability of data from third-party information providers. However, You expressly acknowledge and agree that:

- The Website and the App are provided on an “**as is**” and “**as available**” basis, without any warranties, express or implied.
- The content on the Website and the App has not been audited or verified by any third party and may be modified by the Company at any time without prior notice.
- The information provided is for general informational purposes only and does not constitute professional or financial advice. You should not rely solely on the Website's and/or App content when making decisions.

### 2. Disclaimer of Liability

- The information presented on the Website and/or on the App is for informational purposes only and does **not** constitute an offer, solicitation, or recommendation to buy or sell securities or financial instruments. You should be aware that all investment activities, particularly those involving securities and financial instruments, inherently carry risks, including potential **loss of capital**. **Past performance is not indicative of future results**, and no assurance can be given regarding the achievement of investment objectives.



- Neither the Company nor its third-party information providers shall be liable for any **errors, inaccuracies, or omissions** in the information provided, or for any **delays, interruptions, or failures** in the availability of the Website and/or App. The Company expressly **disclaims all liability** for any direct, indirect, incidental, special, punitive, or consequential damages arising from the use of, or reliance on, the Website and/or App and the content therein.
- You acknowledge that **internet connectivity issues, transmission errors, system capacity limitations, and other technical factors beyond the Company's control** may occasionally affect access to the Website and/or App or communications with the Company via electronic or wireless media. The Company is not responsible for any inconvenience, delays, or losses resulting from such disruptions.

### **3. Intellectual Property Rights**

#### **3.1. Ownership and Rights**

The content available on the Website and/or on the App is owned by the Company and/or used under license from third-party providers. The content is protected under the laws of the Republic of Armenia, including but not limited to copyright, trademark, service mark, and other intellectual property rights.

All trademarks, service marks, trade names, and logos displayed on the Website and/or on the App are the property of the Company and/or their respective owners. Nothing on the Website and/or on the App shall be construed as granting, in any manner, any license or right to use any trademark without the prior written consent of the Company or the respective third-party owner. Any unauthorized use of these trademarks is strictly prohibited.

#### **3.2. Permitted Use**

You may use the content (including, but not limited to text, images, audio, and video, codes, and any other material available on Website or App) solely for personal, non-commercial purposes.

#### **3.3. Prohibited Actions**

Any reproduction, distribution, modification, transmission, reuse, republication, or other use of the content (including, but not limited to text, images, audio, and video, codes, and any other material available on Website or App) for purposes other than Permitted Use, including, but not limited to for commercial or public purposes, without the prior written consent of the Company is strictly prohibited.

You are not permitted to:

- Use the Company's or third-party intellectual property in any way that infringes their rights;
- Alter, remove, or obscure copyright notices or other proprietary rights notices included in the Website's and/or App content;



- Use the trademarks, service marks, trade names, or logos of the Company, its affiliates, subsidiaries, or third-party licensors without prior written authorization from the rightful owner.

### **3.4. Violation of Rights**

Unauthorized use of images or other content from the Website and/or App may constitute a violation of copyright, trademark, privacy, publicity, and communications laws, as well as other applicable laws and regulations of the Republic of Armenia. If You download any information from the Website and/or App, You agree not to copy, modify, or remove any copyright or proprietary notices contained within such information.

## **4. Links to websites**

### **4.1. Links to third-party websites**

The Website and the App may, from time to time, contain links to third-party websites for informational purposes only. The inclusion of such links does not imply any endorsement, approval, or affiliation with the linked websites, their content, products, services, or operators. The Company does not control or assume responsibility for the availability, accuracy, or security of any such external websites, nor does it warrant the content, services, or products offered therein. Furthermore, the Company disclaims any responsibility for the privacy policies or data handling practices of third-party websites that may be linked to or from the Website and/or App. You are advised to review the terms and privacy policies of any third-party websites You visit.

### **4.2. Links to the Company's Website from Third-Party Websites**

You may not create hyperlinks to any Website or App owned or operated by the Company without obtaining prior written consent. Access to the Company's Website and/or App does not grant You any rights to use the Company's name, logos, trademarks, or copyrighted materials. Any unauthorized use is strictly prohibited. Requests for permission to create hyperlinks to the Company's Website and/or App must be submitted via email to [info@cubeinvest.am](mailto:info@cubeinvest.am).

## **5. Prohibited Uses**

You may only use the Website and the App for lawful purposes. The following activities are strictly prohibited:

- Using the Website and/or the App in any manner that violates applicable local, national, or international laws or regulations;
- Engaging in unlawful or fraudulent activities, or using the Website and/or the App for any unlawful or fraudulent purposes or effects;
- Interfering with or compromising the availability, security, or accessibility of the Website and/or the App, including any activity that may cause harm to its infrastructure or functionality;
- Using the Website and/or the App to harm or attempt to harm minors in any way;



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- Misrepresenting an affiliation with, or falsely implying sponsorship or endorsement by, the Company;
- Transmitting or facilitating the transmission of unsolicited or unauthorized promotional materials, spam, or similar solicitations;
- Uploading, transmitting, or distributing malicious software, viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware, or any other harmful code designed to compromise or disrupt the operation of any software, hardware, or network.

Any breach of these provisions may result in legal action, including but not limited to, termination of access to the Website and/or the App/ and pursuit of remedies under applicable laws.

## **6. Jurisdiction and governing law**

These Terms of Use shall be governed by and construed in accordance with the laws of the Republic of Armenia. The courts of the Republic of Armenia shall have exclusive jurisdiction over any disputes, claims, or legal proceedings arising out of or in connection with these Terms.

By using the Website and/or the App, You irrevocably agree to submit to the jurisdiction of the courts of the Republic of Armenia and waive any objections to such jurisdiction, including claims that the courts of Armenia are not a convenient or appropriate venue.

## **7. Amendments and termination**

### **7.1. Amendments**

The Company reserves the right to update, modify, amend, or remove any part of these Terms of Use at its sole discretion and without prior notice. Any changes will take effect immediately upon being posted on the Website and/or on the App. By continuing to access or use the Website and/or the App after such modifications are posted, You agree to be bound by the updated Terms. It is Your responsibility to review these Terms periodically to stay informed of any updates.

### **7.2. Termination of Access**

The Company reserves the right to restrict, suspend, or terminate Your access to the Website and/or the App at any time and for any reason, including but not limited to a breach of these Terms, without prior notice or liability.

### **7.3. Consequences of Breach**

Failure to comply with these Terms constitutes a material breach, which may result in any or all of the following actions, at the Company's sole discretion:

- Immediate, temporary, or permanent revocation of Your right to access and use the Website and/or the App;
- Issuance of a formal warning;



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- Legal proceedings against You to recover damages and/or reimbursement of all costs (including, but not limited to, administrative and legal expenses) incurred as a result of the breach;
- Further legal action as deemed appropriate by the Company; and/or
- Disclosure of relevant information to law enforcement authorities as reasonably necessary.

The Company shall not be liable for any consequences arising from the termination or suspension of access to the Website and/or the App.

## **8. Miscellaneous**

If any provision of these Terms is found to be unlawful, void, or unenforceable for any reason, that provision shall be deemed severable from these Terms and shall not affect the validity or enforceability of the remaining provisions.

If the Company is prohibited by the laws of any jurisdiction from making the information on the Website and/or the App available to users in that jurisdiction, the Website and/or the App are not intended for use by such users. Any use of the Website and/or the App in violation of applicable laws or regulations is strictly prohibited.

The Company processes personal information in accordance with its [Privacy Policy](#). By using the Website and/or the App, You consent to such processing and confirm that all data You provide is accurate, complete, and up to date.

Please review our **Privacy Policy**, which is incorporated into these Terms by reference, to understand our data collection practices and the measures we take to protect Your privacy and security.

## **9. Contact Information**

If You have any questions or concerns regarding content on the Website and/or the App, please contact us at **+374 11800810/info@cubeinvest.am**.