

TERMS OF USE

Welcome to <https://topgen-capital.com> (the “**Website**”). The Website is owned and operated by **Topgen Capital**. (the “Company”, “we”, “our”).

Please carefully read the following terms and conditions (the “**Terms**” or “**Terms of Use**”). The Terms constitute a binding agreement between you and the Company. By accessing the Website or by using it in any other manner, you signify your acceptance of these Terms.

If you do not agree to these Terms of Use, you may not access the Website or use it in any manner.

These Terms do not govern the use of the Company’s products and services other than the Website itself.

ABOUT THE WEBSITE

The Website provides content and information about the Company’s business. It also provides information on the Company itself as well as available positions at Topgen Capital.

The Website’s content is presented for informative purposes only.

ACCEPTABLE USE OF THE WEBSITE

The following terms define the acceptable use of the Website and the content available therein. You agree to abide by all applicable laws. You further agree that you are solely responsible for all acts or omissions associated with your access and use of the Website and the access and use of the Website by anyone on your behalf.

While using the Website, you will refrain from –

- Breaching these Terms;
- Interfering with, burdening or disrupting the functionality of the Website;
- Breaching the security of the Website or identifying any security vulnerabilities in it;
- Circumventing or manipulating the operation, or functionality of the Website, or attempting to enable features or functionalities that are otherwise disabled, inaccessible or undocumented in the Website;
- Using or launching any automated system, including without limitation robots, crawlers and similar applications to collect and compile content from the Website;

- Displaying the Website or any part thereof in an exposed or concealed frame, or linking to elements or portions of the Website, independently from the web pages on which they originally appear;
- Displaying content from the Website, including by any software, feature, gadget or communication protocol, which may alter the content or its design;
- Impersonating any person or entity, or making any false statement pertaining to your identity, employment, agency or affiliation with any person or entity;
- Collecting, harvesting, obtaining or processing personal information of or about other users of our Website; and
- Linking to the Website from web pages that contain pornographic content or content that is unlawful or encourages prohibited activity such as racism or wrongful discrimination.

CONTACT FORM

You may contact the Company for any purpose (including any suggestion, questions or complaints you may have) by using our online 'Contact Us' form.

While completing our online form, we will ask you to provide us with certain contact and personal details, such as your full name, email address, etc.

You must submit only true, accurate and complete details. Bear in mind that false, incorrect or out dated information may impair our ability to contact you.

LINKS

The Website may contain links to content published on other websites or external sources, provided by third parties. We do not operate or monitor these websites and content. You may find them, or the information and content posted therein not compatible with your requirements, or you may object to their content, or find such content to be annoying, improper, unlawful or immoral.

By linking to a certain website, we do not endorse, or sponsor its content, or confirm its accuracy, credibility, authenticity, reliability, validity, integrity, or legality. We assume no responsibility or liability for such third-party websites or content, or their availability, or for any transactions made between you and such third-party websites.

PRIVACY

The Company respects your privacy. The Website's privacy policy is available on the website. It forms an integral part of these Terms.

INTELLECTUAL PROPERTY

The intellectual property rights associated with the Website, including copyrights, trademarks, trade names, patents, trade secrets, work methods and processes, and any other right, are the sole property of the Company, or its third-party licensors. These rights apply, among others, to information, articles, images, content, graphic design, data and its processing, domain name, the Website's "look and feel", computer code and any other detail concerning its operation.

Do not copy, duplicate, distribute, sell, make available, market and translate any information, including trademarks, images, pictures, texts and computer code from the Website, without the Company's explicit prior and written consent.

Trademarks on the Website, if any (whether registered or not) as well as the Website's domain name – are the sole property of the Company. It is forbidden to use them without the Company's prior written consent.

CHANGES AND AVAILABILITY

From time to time, we may change the Website's structure, layout, design or display, as well as the scope and availability of the information and content therein, without prior notice. Changes of this type in their very nature may result in glitches or cause inconvenience of some kind.

The operation of the Website depends on various factors such as software, hardware and communication networks of the Company, its contractors and suppliers. By their nature, these factors are not fault free.

CHANGES TO THE TERMS

From time to time, the Company may change the Terms by posting the amended terms on the Website.

DISCLAIMER OF WARRANTY

YOU ACKNOWLEDGE AND AGREE THAT THIS WEBSITE IS BEING PROVIDED FOR USE "AS IS" AND "WITH ALL FAULTS". YOU WILL HAVE NO PLEA, CLAIM OR DEMAND AGAINST THE COMPANY OR ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, SUB-CONTRACTORS AND AGENTS ("STAFF"), IN RESPECT OF THE WEBSITE'S CONTENT FEATURES, ABILITIES, LIMITATIONS OR COMPATIBILITY WITH YOUR NEEDS. YOUR USE OF THE WEBSITE AND THE INFORMATION CONTAINED IN THE WEBSITE, IS AT YOUR FULL AND EXCLUSIVE RISK, WITHOUT WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, COMPATIBILITY, SECURITY OR ACCURACY. THE COMPANY DOES NOT WARRANT, AND HEREBY DISCLAIMS ANY WARRANTIES, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE ACCURACY, ADEQUACY OR COMPLETENESS OF THE WEBSITE, INFORMATION AND CONTENT OBTAINED FROM THE WEBSITE OR LINKS TO OTHER WEBSITES.

LIMITATION OF LIABILITY

TO THE GREATEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, THE COMPANY AND ITS STAFF, SHALL NOT BE LIABLE TO YOU, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, FOR ANY DIRECT, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, STATUTORY, INCIDENTAL OR CONSEQUENTIAL DAMAGE, OR ANY SIMILAR DAMAGE OR LOSS, INCLUDING LOSS OF PROFIT AND LOSS OF DATA, COSTS, EXPENSES AND PAYMENTS, EITHER IN TORT (INCLUDING NEGLIGENCE), CONTRACT, OR IN ANY OTHER FORM OR THEORY OF LIABILITY, ARISING FROM, OR IN CONNECTION WITH THE WEBSITE, THE USE OF, OR THE INABILITY TO USE THE WEBSITE, OR FROM ANY FAILURE, ERROR, OR BREAKDOWN IN THE FUNCTION OF THE WEBSITE, OR FROM ANY FAULT, OR ERROR MADE BY OUR STAFF, OR FROM YOUR RELIANCE ON CONTENT AVAILABLE ON OR THROUGH THE WEBSITE, OR FROM ANY COMMUNICATION WITH THE WEBSITE OR THE COMPANY, OR FROM RETENTION, DELETION, DISCLOSURE AND ANY OTHER USE OR LOSS OF CONTENT OR INFORMATION.

APPLICABLE LAW AND JURISDICTION

These Terms shall be governed solely by the laws of Cyprus.

The competent courts of Cyprus will have sole and exclusive personal jurisdiction over any claims or disputes related to or in connection with this Website or these Terms.

CONTACT US

You may contact us with any questions or comments at: **info@topgen-capital.com**