

# TERMS OF USE OF THE WEBSITE

## 1 Terms of Use

These Terms of Use (together with the documents referred to herein) (hereinafter referred to as the “**Terms of Use**”) set out the terms on which you may use our website [www.jtprivateequity.com](http://www.jtprivateequity.com) (hereinafter referred to as the “**Website**”), whether as a guest or as a registered user (hereinafter referred to as a “member”). The use of the Website includes accessing, browsing, downloading documents or registering to use the Website.

Before using the Website, please read these Terms of Use carefully as they will apply to and govern your use of the Website. By using the Website, you acknowledge that you accept these Terms of Use and agree to abide by them. If you do not agree to these Terms of Use, you may not use the Website.

The information on the Website is intended for the public.

## 2 Other applicable terms and conditions

These Terms of Use should be read in conjunction with our Privacy Policy published on the Website, as the Privacy Policy also applies to the use of the Website. Our Privacy Policy sets out the terms and conditions under which we process personal data we collect from you or that you provide to us. By registering as a member on the Website, you consent to such processing and warrant that all information provided by you is accurate, truthful and not misleading.

The Website uses so-called cookies, which are small character files stored on a user's computer when they visit the Website. Cookies allow a website to recognise user settings from previous visits when the user returns to the website. If you do not wish to use cookies, please set this option in your Internet browser.

## 3 Information about us

The Website is owned and operated by J&T PRIVATE EQUITY GROUP LIMITED (“**JTPEG**”), with its registered office at Klimentos, 41-43, KLIMENTOS TOWER, 2nd Floor, Office 22, Nicosia, Republic of Cyprus, Reg. No. HE 327810, which is entitled to exercise the proprietary rights to the Website in accordance with Act No. 121/2000 Coll., the Copyright Act, as amended. If you wish to contact us, please write to [info@jtpeg.com](mailto:info@jtpeg.com).

## 4 Access to the Website

The information on the Website is provided free of charge.

JTPEG does not warrant that the Website or any content thereon will always be available or uninterrupted. Access to the Website is permitted on a temporary basis. We may suspend, withdraw, discontinue or change all or any part of the Website without notice. JTPEG will not be held liable to you if the Website is unavailable at any time or for any period of time for any reason.

You are responsible for taking all steps necessary to access the Website. You are also responsible for ensuring that all persons who access the Website through your Internet connection are aware of and comply with these Terms of Use.

## **5 Your account and password**

If you choose to register as a member, you will be provided with a user ID and password. You must treat that information as confidential. You must not disclose it to any third party.

JTPEG has the right to disable any user ID and/or password, whether chosen by you or assigned to you by JTPEG, at any time if you fail to comply with any of the provisions of these Terms of Use.

If you know or suspect that someone other than you knows your user ID or password, you must immediately notify JTPEG at [info@jtpeg.com](mailto:info@jtpeg.com).

## **6 Changes to the Website**

JTPEG may modify the Website from time to time and may change its content at any time. Please note, however, that any content on the Website may not always be current and JTPEG has no obligation to update it. The Website is provided "as is" and JTPEG does not warrant that the Website or any content thereon will be free from errors or omissions.

## **7 Intellectual property rights**

JTPEG is the owner or licensee of all intellectual property rights in the Website that relate to content created by JTPEG. Such works are protected by copyright, applicable laws and treaties around the world. All such rights are reserved.

You may make one copy and you may download extracts from any page on the Website for your personal use.

You may not modify in any way paper or digital copies of any materials you have printed or downloaded from the Website and you may not use any illustrations, photographs or graphics separately from any accompanying text.

The status of JTPEG (and any identified contributors or members) as authors of content on the Website must always be indicated.

You may not use any portion of the content on the Website for commercial purposes without the prior written consent of JTPEG.

If you print, copy or download any portion of the Website in violation of these Terms of Use, your right to use the Website will immediately terminate and you will be obliged, at our option, to return or destroy any copies of the materials you have made.

## **8 Uploading content to the Website**

JTPEG has the right to remove any post you make on the Website if, in its opinion, your post does not meet the standards set forth in these Terms of Use.

## **9 Viruses**

JTPEG does not warrant that the Website will be secure or free of bugs or viruses.

You are responsible for configuring your information technology, computer programs and platforms to access the Website. You should use your own antivirus software.

You must not misuse the Website by knowingly introducing viruses, spyware, Trojan horses, logic bombs or other material that is destructive or technologically harmful. You may not attempt to gain unauthorised access to the Website, the server on which the Website is stored, or any server, computer or database connected to the Website. You may not attack the Website through a denial-of-service (DoS) attack or a distributed denial-of-service (DDoS) attack. JTPEG will report any such infringement to the competent law enforcement authorities and will cooperate with those authorities by disclosing your identity to them. In the event of such an infringement, your right to use the Website will immediately terminate.

## **10 Linking and referring to the Website**

You may refer to the Website provided that you do so in a manner that is fair and legal and does not damage or take advantage of the reputation of JTPEG or any other company within its group. You may not create a link or reference in such a way as to imply any form of association with or endorsement or support by JTPEG where none exists. You may not create a link to the Website on any website that you do not own. JTPEG reserves the right to cancel the linking permission without prior notice. If you wish to use content on the Website other than as set out above, please contact us at [info@jtpeg.com](mailto:info@jtpeg.com).

## **11 Third-party links and resources on the Website**

If the Website contains links to other websites and resources provided by third parties, these links are provided for your information only. JTPEG has no control over the content of those websites or resources, in no way guarantees their accuracy, completeness or integrity, and accepts no responsibility for them.

## **12 No reliance on information**

The content on the Website is provided for general informational purposes only. It is in no way intended as advice or counsel that you could or should rely on. You should obtain professional advice before taking or refraining from taking any action based on content on the Website.

Although JTPEG uses reasonable efforts to update the information on the Website, JTPEG makes no representations, warranties or guarantees, express or implied, that the content on the Website is accurate, complete or up-to-date.

### **13 Limitation of liability**

Nothing in these Terms of Use excludes or limits the liability of JTPEG for fraud or fraudulent misrepresentation or for intentional acts or omissions, or any other liability that cannot be excluded or limited under Czech law.

To the extent permitted by law, we exclude any warranties, representations or other terms that may apply to the Website or any content on the Website, whether express or implied.

JTPEG will not be held liable to any user for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty or otherwise, however foreseeable, arising out of or in connection with (i) the use of or inability to use the Website and (ii) the use of or reliance on any content displayed on the Website.

JTPEG will not be held liable for (i) loss of profit, sales, business or revenue, (ii) business interruption, (iii) loss of anticipated savings, (iv) loss of business opportunity, goodwill or reputation and, more generally, (v) any indirect or consequential loss or damage.

JTPEG will not be held liable for any loss or damage caused by any virus, DoS or DDoS-type attack, or other technologically harmful material that may infect your computer equipment, computer programs, data or other material as a result of your use of the Website or your downloading of any content on the Website or any website linked to the Website.

JTPEG assumes no responsibility for the content of any website linked to on the Website or on which the Website is linked to. Such links should not be construed as an endorsement by JTPEG of such linked websites and JTPEG shall not be held liable for any loss or damage that may arise from your use of such linked websites.

### **14 Governing law**

These Terms of Use (and any non-contractual disputes or claims arising out of or in connection with them) are governed by Czech law. By using the Website, you consent to the exclusive jurisdiction of the courts in Prague, Czech Republic.

### **15 Effectiveness of and changes to these Terms of Use**

These Terms of Use shall take effect on 1 January 2023 and shall supersede any previous Terms of Use in their entirety.

JTPEG may amend these Terms of Use at any time by changing the Website. Please check the Website from time to time to note any changes made by JTPEG as they are binding on you.