

TERMS & CONDITIONS



INTRODUCTION

Welcome to our Terms & Conditions. They are designed to provide our clients and visitors with a guideline as to how all aspects of our services are accessed and how you can and should interact with our services. Our terms have been designed with our clients and visitors in mind. They are easy to navigate and when you are ready just click on the area of our Terms & Conditions that interest you and you will be taken directly there. We hope you enjoy reading them and that they address any questions you may have.

SUMMARY

PART 1 [Terms of Website Use](#)

PART 2 [Deltamark Privacy Policy](#)

PART 3 [Website Acceptable Use Policy](#)

PART 4 [Cookie Policy](#)

PART 1 Terms of Website Use

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS SITE

TERMS OF WEBSITE USE

This terms of use (together with the documents referred to in it) tells you the terms of use on which you may make use of our website www.dmark.eu (our site), whether as a guest or a registered user. Use of our site includes accessing, browsing, or registering to use our site.

Please read these terms of use carefully before you start. We recommend that you print a copy of this for future reference.

By using our site, you confirm that you accept these terms of use and that you agree to comply with them.

If you do not agree to these terms of use, you must not use our site.

OTHER APPLICABLE TERMS

These terms of use refer to the following additional terms, which also apply to your use of our site:

- Our [Privacy Policy](#), which sets out the terms on which we process any personal data we collect from you, or that you provide to us. By using our site, you consent to such processing and you warrant that all data provided by you is accurate.
- Our [Acceptable Use Policy](#), which sets out the permitted uses and prohibited uses of our site. When using our site, you must comply with this Acceptable Use Policy.
- Our [Cookie Policy](#), which sets out information about the cookies on our site.

INFORMATION ABOUT US

www.dmark.eu is a site operated by DELTAMARK FUND MANAGEMENT LTD ("We").

We are an Alternative Investment Fund Manager company, licensed and regulated by the Cyprus Securities and Exchange Commission as a full scope AIFM, with license no. AIFM06/56/2013.

CHANGES TO THESE TERMS

We may revise these terms of use at any time by amending this page. Please check this page from time to time to take notice of any changes we made, as they are binding on you.

CHANGES TO OUR SITE

We may update our site from time to time, and may change the content at any time. However, please note that any of the content on our site may be out of date at any given time, and we are under no obligation to update it.

We do not guarantee that our site, or any content on it, will be free from errors or omissions.

ACCESSING OUR SITE

Our site is made available free of charge.

We do not guarantee that our site, or any content on it, will always be available or be uninterrupted. Access to our site is permitted on a temporary basis. We may suspend, withdraw, discontinue or change all or any part of our site without notice. We will not be liable to you if for any reason our site is unavailable at any time or for any period.

You are responsible for making all arrangements necessary for you to have access to our site.

You are also responsible for ensuring that all persons who access our site through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

YOUR ACCOUNT AND PASSWORD

If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party.

We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these terms of use.

If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us at info@dmark.eu.

INTELLECTUAL PROPERTY RIGHTS

We are the owner or the licensee of all intellectual property rights in our site, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

You may print off one copy, and may download extracts, of any page(s) from our site for your personal use and you may draw the attention of others within your organization to content posted on our site.

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

Our status (and that of any identified contributors) as the authors of content on our site must always be acknowledged.

You must not use any part of the content on our site for commercial purposes without obtaining a license to do so from us or our licensors.

If you print off, copy or download any part of our site in breach of these terms of use, your right to use our site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

NO RELIANCE ON INFORMATION

The content on our site is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our site.

Although we make reasonable efforts to update the information on our site, we make no representations, warranties or guarantees, whether express or implied, that the content on our site is accurate, complete or up-to-date.

LIMITATION OF OUR LIABILITY

Nothing in these terms of use excludes or limits our liability for death or personal injury arising from our negligence, or fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by Cyprus law.

To the extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to our site or any content on it, whether express or implied.

We will not be liable to any user for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:

- use of, or inability to use, our site; or
- use of or reliance on any content displayed on our site.
- If you are a business user, please note that in particular, we will not be liable for:
 - loss of profits, sales, business, or revenue;
 - business interruption;
 - loss of anticipated savings;
 - loss of business opportunity, goodwill or reputation; or
 - any indirect or consequential loss or damage.

If you are a consumer user, please note that we only provide our site for domestic and private use. You agree not to use our site for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

We will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer

programs, data or other proprietary material due to your use of our site or to your downloading of any content on it, or on any website linked to it.

We assume no responsibility for the content of websites linked on our site. Such links should not be interpreted as endorsement by us of those linked websites. We will not be liable for any loss or damage that may arise from your use of them.

UPLOADING CONTENT TO OUR SITE

Whenever you make use of a feature that allows you to upload content to our site, or to make contact with other users of our site, you must comply with the content standards set out in our [Acceptable Use Policy](#).

You warrant that any such contribution does comply with those standards, and you will be liable to us and indemnify us for any breach of that warranty.

Any content you upload to our site will be considered non-confidential and non-proprietary.

We also have the right to disclose your identity to any third party who is claiming that any content posted or uploaded by you to our site constitutes a violation of their intellectual property rights, or of their right to privacy.

We will not be responsible, or liable to any third party, for the content or accuracy of any content posted by you or any other user of our site.

We have the right to remove any posting you make on our site if, in our opinion, your post does not comply with the content standards set out in our [Acceptable Use Policy](#).

The views expressed by other users on our site do not represent our views or values.

VIRUSES

We do not guarantee that our site will be secure or free from bugs or viruses.

You are responsible for configuring your information technology, computer programs and platform in order to access our site. You should use your own virus protection software.

You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorized access to our site, the server on which our site is stored or any server, computer or database connected to our site. You must not attack our site via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal

offence under the relevant applicable law of the Republic of Cyprus. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our site will cease immediately.

LINKING TO OUR SITE

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.

You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

You must not establish a link to our site in any website that is not owned by you.

Our site must not be framed on any other site, nor may you create a link to any part of our site other than the home page.

We reserve the right to withdraw linking permission without notice.

The website in which you are linking must comply in all respects with the content standards set out in our [Acceptable Use Policy](#).

If you wish to make any use of content on our site other than that set out above, please contact info@dmark.eu.

THIRD PARTY LINKS AND RESOURCES IN OUR SITE

Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only.

We have no control over the contents of those sites or resources.

APPLICABLE LAW

Please note that these terms of use, its subject matter and its formation, are governed by Cyprus law. You and we both agree to that the courts of the Republic of Cyprus will have non-exclusive jurisdiction.

TRADE MARKS

PART 2 Deltamark Privacy Policy

DELTAMARK FUND MANAGEMENT LTD ("We") a Cyprus based Alternative Investment Fund Manager, licensed and regulated by the Cyprus Securities and Exchange Commission as a full

scope AIFM, with licence no. AIFM06/56/2013, are committed to protecting and respecting your privacy.

This Privacy Policy covers the responsibilities of Deltamark Fund Management Ltd with regards to the Data Protection regulation 679/2016/EU.

By visiting this website www.dmark.eu and by contacting Deltamark Fund Management Ltd as well as by entering into a service agreement with Deltamark Fund Management Ltd, you confirm that you have read this Privacy Policy and understood the content. You agree with this policy and you give your consent to collect your personal data as specified in this Privacy Policy and to use this personal data for the purpose as described within this Privacy Policy.

You're aware that you can make use of your rights as displayed within this Privacy Policy at all times.

Deltamark Fund Management Ltd. operates the internet domain www.dmark.eu, hosted in-house on proprietary server devices.

Deltamark Fund Management Limited
Marinou Geroulanou 6, Kato Polemidia,
Limassol, 4154, Cyprus
Telephone: + 357 22 429 999
Fax: + 357 22 314 288
Email: info@dmark.eu

Our Commitment to You

At Deltamark Fund Management Ltd, we treat all individual visitors that enter our corporate website www.dmark.eu, as well as all private individuals that either represent our prospective and / or corporate clients as well as all our private individual clients as Data Subjects in the sense of the Data Protection regulation 679/2016/EU. Deltamark Fund Management Ltd fulfils the role of the Data Controller with regards to all personal data, which relates to all individual visitors that enter our corporate website, as well as to all individual persons among our clients, including representatives of our prospective and / or existing corporate clients (i.e. representative/s, local management and Universal Beneficial Owner/s).

Deltamark Fund Management Ltd has appointed a Data Protection Officer (DPO). This DPO remains independent within our corporate structure and has a direct connection to the top level management at Deltamark Fund Management Ltd. By submission of electronic correspondence to dpo@dmark.eu, you can get in touch with our DPO and submit your request with regards to your personal information.

We understand the importance of maintaining the confidentiality and privacy of your personal information and data. By entrusting us with your information and data, we would like to assure you of our commitment to keep such information private. We have taken measurable steps to protect the confidentiality, security and integrity of your information and data.

What Data do we at Deltamark Fund Management Ltd collect?

Deltamark Fund Management Ltd collects personal information by the IT infrastructure of our corporate website provided by our website's server host device and during the course of rendering our regulated services to our clients. This information collected includes, but is not limited to the following data:

From corporate clients

- Certificate of incorporation
- Certificate of shareholders
- Certificate of registered address
- Resolution of Directors
- Certificate of Incumbency
- Certificate of good standing
- Memorandum and Articles of Association
- Audited financial statements
- Copies of Licenses granted to the corporate entity
- Information on corporate bank account numbers
- Set of contact data of corporate entity
- Set of contact data of employees and / or local management and / or Universal beneficial Owner

From individuals representing a corporate client / individual clients

- Copy of Passport
- Copy of ID card
- Proof of physical address of an individual
- Information and documents related to an individual's profession and /or employment
- Criminal record of an individual
- Documents on the financial status of an individual (e.g. non-bankruptcy certificate)
- Professional certificates of an individual's professional background
- Documents regarding the educational background of an individual
- Documents related to the origin of wealth of an individual
- Contact telephone number(s) related to an individual
- Electronic mail address related to an individual

What is your personal data used for?

All sets of personal data related to an individual Data Subject, which is collected by Deltamark Fund Management Ltd, is used strictly for the purpose of rendering the variety of our regulated services to our prospective and / or existing clients under section 8 of the AIFM Law of 2013, which covers the Investment management Functions of section 6(5).

This requires internal processing of data in order to perform a functional risk management in the best interests of our clients and in order to install the client accounts respectively.

Our regulated services require also disclosures to external entities and governmental bodies as per our organizational structure. Your rights to your personal data remain valid at all times and can be utilized by contacting our Data Protection Officer (DPO) by electronic mail services to dpo@dmark.eu.

How is your personal data stored and/or retained?

The Company will only use, store, process and handle the client's Personal Information and Data, in accordance Data Protection Regulation 679/2016/EU. Access is strictly limited to the authorized personnel to perform a specific task or duty only.

This means we retain hard copies of personal data related to individual persons (individual visitors of our corporate website, private clients and/or representative/s or UBO/s of corporate clients) in protected physical storage facilities, to which unauthorized persons do not have any access.

We retain electronic soft copies of personal data related to individual persons (individual visitors of our corporate website, private clients and/or representatives or UBO/s of corporate clients) in protected and encrypted IT facilities, free from unauthorized access.

All communication in which individuals share their personal data with Deltamark Fund Management Ltd, the communication channel is protected by a SSL secure log protocol technology.

Your Rights to your data

In line with the provisions and requirements of the Data Protection Regulation 679/2016/EU on the protection of personal data, you retain the following rights to your personal data:

- You retain the right to review all personal information, which is related to you and which was / is collected during your visit of our corporate website and during the use and processing as described in this privacy policy at any time and to check the accuracy of personal data, which is related to you individually.
- You retain the right to have done corrections, rectifications and refreshments to your personal data.
- You retain the right to have your personal data deleted partly or completely.
- You retain the right to obtain information on the use and purpose to process your personal data.
- You retain the right to limit the purpose for processing and use of your personal data. However, this may have an effect on the accessibility of our regulated financial services rendered to you. You can refer to our DPO and / or our Compliance Department for further clarifications on this.

- You retain the right to opt-out from commercial and non-commercial newsletters and notifications from Deltamark Fund Management Ltd by notification to our DPO accordingly.
- You retain the right to have all personal data, which is related to you and which is or had been collected during your visit and use of our corporate website and during your correspondence with Deltamark Fund Management Ltd, being transferred to another Data Controller nominated by you.
- You retain the right to withdraw your previously given explicit consent with regards to the collection, use and processing of your personal data at any time by contacting our Data Protection Officer by electronic mail services to dpo@dmk.eu.

You can submit your request to make use of the above rights to your personal data by contacting our Data Protection Officer (DPO) through electronic mail services to dpo@dmk.eu.

DISCLOSURE

We will not without your consent disclose to third parties any individually identifying information, such as names, postal and e-mail addresses, telephone numbers, or other, which you have provided to Deltamark Fund Management Ltd.

The rendering of regulated financial services to our company's prospective and / or existing clients requires the disclosure of personal data related to our prospective and / or existing clients in order to fulfil requirements defined by the regulatory legal framework in the Republic of Cyprus. Hence, we may pass on information related to our prospective and / or existing customers to third parties such as our professional and legal advisors, administrators or subcontractors. Deltamark Fund Management Ltd ensures the confidentially treatment of all disclosed data to external parties. You retain the rights to your personal data as described within this privacy policy. All third party agreements of Deltamark Fund Management Ltd. include a common standard on Data Protection.

The rendering of our corporate services requires the disclosure of personal data, which is related to our clients (subject to the explicit consent of the individual person – including representative(s) of corporate clients – to which the specific personal data relates), to third parties. These third parties are external service providers, which are legally and economically independent from Deltamark Fund Management Ltd. Prior to processing personal data related to our clients, Deltamark Fund Management Ltd will inform the specific client about that use and asks for the explicit consent of that person accordingly.

Personal data, which is collected during the visit of our corporate website may be disclosed to licensors of the software used on the Site. Please refer to our Data Protection Officer (DPO) in case you have questions on this or in case you want to make use of your rights related to your personal data as described in this privacy policy.

We may also disclose your personal information to third parties if we are under a duty to disclose or share your personal data in order to comply with any legal obligation, or in order to enforce or apply our Site Terms and Conditions. Furthermore, your personal data is permitted to be disclosed to public bodies only in cases where the disclosure concerns matters of national and/or

international security, the prevention or investigation of criminal activities, law enforcements, where a public interest is given, a juridical proceeding against the person, to which the personal data is related is pending or had been initiated or completed before and/or the personal security of the individual to which the personal data is related.

Deltamark Fund Management Ltd will communicate the specific purpose for processing of your personal data to you prior to its use as described in this privacy policy.

COOKIES

Our website uses cookies to distinguish you from other users of our website. This helps us to provide you with a good experience when you browse our website and also allows us to improve our site. For detailed information on the cookies we use and the purposes for which we use them see our [Cookie policy](#).

CHANGES TO OUR PRIVACY POLICY

Any changes we may make to our privacy policy in the future will be posted on this page and, where appropriate, notified to you by e-mail. Please check back frequently to see any updates or changes to our privacy policy.

CONTACT

Questions, comments and requests regarding this privacy policy are welcomed and should be addressed to info@dmark.eu.

If you feel your personal data has been infringed by Deltamark Fund Management Ltd, please get in touch with our DPO by electronic mail services to dpo@dmark.eu.

PART 3 Website Acceptable Use Policy

This acceptable use policy sets out the terms between you and us under which you may access our website www.dmark.eu (our site). This acceptable use policy applies to all users of, and visitors to, our site.

Your use of our site means that you accept, and agree to abide by, all the policies in this acceptable use policy, which supplement our [terms of website use](#).

www.dmark.eu is a site operated by DELTAMARK FUND MANAGEMENT LTD ("We"). We are registered in the Republic of Cyprus under company number HE 338596 and have our registered office at 48, Akropoleos Avenue, 2012 Nicosia, Cyprus.

PROHIBITED USERS

You may use our site only for lawful purposes. You may not use our site:

- In any way that breaches any applicable local, national or international law or regulation.
- In any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect.
- For the purpose of harming or attempting to harm minors in any way.
- To send, knowingly receive, upload, download, use or re-use any material which does not comply with our [content standards](#).
- To transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam).
- To knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.

You also agree:

- Not to reproduce, duplicate, copy or re-sell any part of our site in contravention of the provisions of our [terms of website use](#).
- Not to access without authority, interfere with, damage or disrupt:
 - any part of our site;
 - any equipment or network on which our site is stored;
 - any software used in the provision of our site; or
 - any equipment or network or software owned or used by any third party.

INTERACTIVE SERVICES

We may from time to time provide interactive services on our site, including, without limitation:

- Chat rooms.
 - Bulletin boards.
- (interactive services).

Where we do provide any interactive service, we will provide clear information to you about the kind of service offered, if it is moderated and what form of moderation is used (including whether it is human or technical).

We will do our best to assess any possible risks for users (and in particular, for children) from third parties when they use any interactive service provided on our site, and we will decide in each case

whether it is appropriate to use moderation of the relevant service (including what kind of moderation to use) in the light of those risks. However, we are under no obligation to oversee, monitor or moderate any interactive service we provide on our site, and we expressly exclude our liability for any loss or damage arising from the use of any interactive service by a user in contravention of our content standards, whether the service is moderated or not.

The use of any of our interactive services by a minor is subject to the consent of their parent or guardian. We advise parents who permit their children to use an interactive service that it is important that they communicate with their children about their safety online, as moderation is not foolproof. Minors who are using any interactive service should be made aware of the potential risks to them.

Where we do moderate an interactive service, we will normally provide you with a means of contacting the moderator, should a concern or difficulty arise.

CONTENT STANDARDS

These content standards apply to any and all material which you contribute to our site (contributions), and to any interactive services associated with it.

You must comply with the spirit and the letter of the following standards. The standards apply to each part of any contribution as well as to its whole.

Contributions must:

- Be accurate (where they state facts).
- Be genuinely held (where they state opinions).
- Comply with applicable law in the Republic of Cyprus and in any country from which they are posted.

Contributions must not:

- Contain any material which is defamatory of any person.
- Contain any material which is obscene, offensive, hateful or inflammatory.
- Promote sexually explicit material.
- Promote violence.
- Promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
- Infringe any copyright, database right or trade mark of any other person.
- Be likely to deceive any person.
- Be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence.

- Promote any illegal activity.
- Be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety.
- Be likely to harass, upset, embarrass, alarm or annoy any other person.
- Be used to impersonate any person, or to misrepresent your identity or affiliation with any person.
- Give the impression that they emanate from us, if this is not the case.
- Advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse.

SUSPENSION AND TERMINATION

We will determine, in our discretion, whether there has been a breach of this acceptable use policy through your use of our site. When a breach of this policy has occurred, we may take such action as we deem appropriate.

Failure to comply with this acceptable use policy constitutes a material breach of the [terms of use](#) upon which you are permitted to use our site, and may result in our taking all or any of the following actions:

- Immediate, temporary or permanent withdrawal of your right to use our site.
- Immediate, temporary or permanent removal of any posting or material uploaded by you to our site.
- Issue of a warning to you.
- Legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach.
- Further legal action against you.
- Disclosure of such information to law enforcement authorities as we reasonably feel is necessary.

We exclude liability for actions taken in response to breaches of this acceptable use policy. The responses described in this policy are not limited, and we may take any other action we reasonably deem appropriate.

CHANGES TO THE ACCEPTABLE USE POLICY

We may revise this acceptable use policy at any time by amending this page. You are expected to check this page from time to time to take notice of any changes we make, as they are legally binding on you. Some of the provisions contained in this acceptable use policy may also be superseded by provisions or notices published elsewhere on our site.

PART 4 Cookie Policy

Our corporate website www.dmark.eu is using cookies. A cookie is a text file in the format .txt, which the host server of our corporate website sends to the browser application that an individual visitor of our corporate website is using when entering our corporate website. It is stored locally on the hard drive of the computer or telecommunication device used by the individual visitor of our corporate website when entering our corporate website. The data written into this file includes information on the IP address (Internet Protocol), the internet access service provider, the duration and frequency of a page visit sessions within our corporate website, data which was viewed or downloaded, the type of computer or telecommunication device used by the individual visitor of our corporate website as well as the geographical location of the individual visitor of our corporate website.

The data collected is read out from the cookie file by and retained on the website server / host in electronic form. The purpose for collecting this data is to identify a specific individual visitor after entering our corporate website. This data related to the individual visitor of our corporate website may be used by Deltamark Fundmanagement Ltd for internal statistical and analytical purpose only.

By entering our corporate website www.dmark.eu, we have asked you to submit your explicit consent to the cookie policy in electronic form.

CONTACT US

To contact us, please email info@dmark.eu.

Thank you for visiting our site.

Licence Number AIFM 06/56/2013 | Regulated by the Cyprus Securities and Exchange Commission

Copyright © 2015. DELTAMARK Fund Management Ltd. All Rights Reserved