



HAYVN TERMS OF SERVICE

EFFECTIVE DATE: 1 MAY 2019

UPDATED DATE: 1 JULY 2022

READ THESE TERMS CAREFULLY BEFORE BROWSING THE WEBSITE. YOUR CONTINUED USE OF THE WEBSITE AND HAYVN PLATFORM INDICATES THAT YOU HAVE BOTH READ AND ACCEPTED THESE TERMS. YOU CANNOT USE THE WEBSITE AND THE HAYVN PLATFORM IF YOU DO NOT ACCEPT THESE TERMS. IF THIS IS THE CASE, YOU ARE IMPOLED TO LEAVE THE WEBSITE AND HAYVN PLATFORM IMMEDIATELY. ALL SECTIONS OF THESE TERMS ARE APPLICABLE TO YOU UNLESS THE SECTION EXPRESSLY STATES OTHERWISE. THESE TERMS SHALL OPERATE IN ADDITION TO ANY OTHER MORE SPECIFIC TERMS THAT MIGHT APPLY TO YOU. IF THERE EXISTS A CONFLICT BETWEEN THESE TERMS AND THE MORE SPECIFIC TERMS APPLICABLE TO YOU, THE MORE SPECIFIC TERMS SHALL PREVAIL TO THE EXTENT OF SUCH INCONSISTENCY.

1. INTRODUCTION

- 1.1. The Website, <http://www.hayvnglobal.com> and the Services offered thereon (“collectively the HAYVN Platform”) are operated by AC Holding Limited t/a HAYVN (hereinafter referred to as “the Company”, “HAYVN”, “we”, “our” or “us”). The Terms herein are entered into by and between HAYVN and you. Any reference to “HAYVN”, “we”, “our” or “us”, shall include our employees, consultants, officers, directors, representatives, agents, shareholders, affiliates, subsidiaries, holding companies, related entities, advisers, sub-contractors, service providers and suppliers.
- 1.2. These Terms of Service, including any document incorporated by reference herein, including, but not limited to the Privacy Policy apply to any person who uses any one or more of the Services, accesses, refers to, views and/or downloads any information or material made available on the HAYVN Platform for whatever purpose (hereinafter referred to as “User”, “you” or “your”).
- 1.3. Accessing and/or use of the HAYVN Platform after the Effective Date will signify that you have read, understand, accept, and agree to be bound, and are bound, by the Terms, in your individual capacity and for and on behalf of any entity for whom you use the HAYVN Platform. Further, you represent and warrant that you have the authority to do so.
- 1.4. To the extent permitted by applicable law, we may modify the Terms, and there shall be no obligation to advise and/or inform you of such modifications and changes being made. All revisions to the Terms shall further be noted within such Terms and will take effect on the date that they are made, unless a later date is otherwise stated in the revised Terms. You are therefore advised to revise these Terms each time you access the HAYVN Platform.
- 1.5. These Terms will apply fully and affect your use of the HAYVN Platform. By using the HAYVN Platform, you agree to accept the Terms contained herein in full.
- 1.6. Should you not agree to the Terms contained herein, you must immediately desist from using the HAYVN Platform.
- 1.7. HAYVN strictly only deals with Professional Clients and eligible market counterparties. Any other persons not falling within these categories are not allowed to use the Services offered by HAYVN through the HAYVN Platform.

2. TERMINOLOGY

- 2.1. “Browser” shall mean any person who visits any page of the Website, whether by landing at the home page or any other page through use of a hyperlink of another Website or by direct access to the Website and who has no intention, or has not as yet, made use of the Services offered by us through the HAYVN Platform;
- 2.2. “Company” shall mean AC Holding Limited, a Company duly incorporated and registered in accordance with the laws of the Cayman Islands, bearing Commercial License Number: 340655 and having its registered office at 190 Elgin Avenue, George Town, Grand Cayman, KY1-9008 (“HAYVN”), which also includes any affiliate and/or group and/or subsidiary Company trading under the name HAYVN in any jurisdiction.
- 2.3. “Effective Date” shall mean 1 May 2019.

- 2.4. “HAYVN Platform” shall collectively mean the Website located at www.hayvnglobal.com as owned, hosted and managed by us, as well as the Services offered thereon.
- 2.5. “Party” or “Parties” shall mean HAYVN and/or the User as the context implies;
- 2.6. “Professional Clients” shall have the same meaning as the definition ascribed in the ADGM Conduct of Business Rulebook and shall also include clients who possess the experience, knowledge and specialised expertise to be able to decide for themselves on their investments and assess the inherent risks. These clients are entities and/or institutions required to be authorised or regulated in a financial market and include but are not limited to credit institutions, investment firms, collective investment schemes, local authorities and any other institutional investors.
- 2.7. “Services” shall mean the Services provided by us to the User as set out in clause 4 below and as updated by HAYVN from time to time;
- 2.8. “Terms” shall mean these Terms of Service, found at www.hayvnglobal.com as read together with the Privacy Policy, which may be found at www.hayvnglobal.com;
- 2.9. Any use of the above terminology or other words in the singular, plural, capitalisation and/or he/she or they, are taken as interchangeable and therefore as referring to the same.

3. YOUR AGREEMENT TO THESE TERMS

- 3.1. Subject to, and on the basis of your acceptance of the Terms, we grant to you a limited, revocable, non-transferable license to access and use the HAYVN Platform in accordance with the various policies and agreements which may govern such use and access.

4. NO OFFER OR ADVICE

- 4.1. The information, reports, products, data, services, tools and documents contained and described on the HAYVN Platform are for information purposes only and constitute neither an advertisement, nor an offer or solicitation to buy or sell investment instruments, to effect any transaction or to enter into any legal relations.
- 4.2. The financial products and the Services mentioned on the HAYVN Platform are not suitable for all investors. Prior to making investment decisions, investors should conduct a thorough investigation and obtain all necessary advice for all issues, including your eligibility to make such investment in terms of the applicable law.
- 4.3. Nothing on the HAYVN Platform constitutes investment, legal, accounting or tax advice, or a representation that any investment or strategy is suitable or appropriate for individual circumstances, or otherwise constitutes a personal recommendation for any specific investor.
- 4.4. HAYVN recommends that investors independently assess, with a professional adviser, the specific financial risks as well as legal, regulatory, credit, tax and accounting consequences.

5. SERVICES

- 5.1. The HAYVN Platform makes the following Services available to the User: -
 - 5.1.1. Trading;
 - 5.1.2. Custody;
 - 5.1.3. Asset Management;
 - 5.1.4. HAYVN Pay; and
 - 5.1.5. HAYVN Research.

6. WARRANTIES BY HAYVN

- 6.1. We make no representation or warranty (express or implied) that the HAYVN Platform Services will: -
 - 6.1.1. meet a User’s needs;
 - 6.1.2. be accessible at all times;
 - 6.1.3. be accurate, complete or current;
 - 6.1.4. guarantee a particular set of commercial results; or
 - 6.1.5. be free from viruses.



HAYVN

- 6.2. The HAYVN Platform is provided “as is,” with all faults, and HAYVN expresses no representations or warranties, of any kind related to the HAYVN Platform or the materials contained on the HAYVN Platform. We make no other warranties, express or implied, statutory or otherwise, including but not limited to warranties of merchantability, title, fitness for a particular purpose or non-infringement. We do not provide any warranties against viruses, spyware or malware that may be installed on your computer as a result of you accessing or using the HAYVN Platform.
 - 6.3. We do not warrant that the use of the HAYVN Platform will be uninterrupted or error free, nor do we warrant that we will review information for accuracy or that we will preserve or maintain the User’s Personal Information without loss.
 - 6.4. We shall not be liable for delays, interruptions, service failures or other problems inherent in use of the internet and electronic communications or other systems outside the reasonable control of HAYVN.
 - 6.5. We cannot guarantee or warrant that any file downloaded from the HAYVN Platform or delivered to a User will be free of infection or virus, worms, trojan horses or other code that has contaminating or destructive qualities. A User is responsible for implementing appropriate processes, systems and procedures to circumvent this type of issue.
- 7. PROTECTION OF PERSONAL INFORMATION**
- 7.1. We undertake as far as is possible, to protect each User’s Personal Information in accordance with our Privacy Policy, which is incorporated by reference herein.
- 8. RESTRICTIONS AND UNAUTHORISED USE OF THE HAYVN PLATFORM**
- 8.1. A User may not: -
 - 8.1.1. publish or mirror any of the HAYVN Platform’s material in any media whatsoever;
 - 8.1.2. use the HAYVN Platform for any objectionable or unlawful purpose, including the posting of any threatening, libellous, defamatory, obscene, scandalous, inflammatory, profane or spam material;
 - 8.1.3. take any action that may impose an unreasonable or disproportionately large load on the HAYVN Platform’s infrastructure of any nature;
 - 8.1.4. use the HAYVN Platform in any manner would result in a User breaching any applicable legislation or licensing obligations (including with respect to privacy) or any obligations a User may owe to third parties;
 - 8.1.5. conduct any activity which compromises or breaches any third-party’s patent rights, trademark, copyright or other intellectual property rights;
 - 8.1.6. introduce any virus, worm, trojan horse, malicious code or other program which may damage computers or other computer-based equipment of HAYVN or affect the performance of the HAYVN Platform;
 - 8.1.7. engage in any data mining, data harvesting, data extracting or any other similar activity in relation to the HAYVN Platform;
 - 8.1.8. use the HAYVN Platform contrary to applicable laws and regulations, or in any way may cause harm to the HAYVN Platform, or to any person or business entity;
 - 8.1.9. use the HAYVN Platform to engage in any advertising or marketing other than in a manner expressly permitted by the HAYVN Platform;
 - 8.1.10. crawl, spider or scrape the content of the HAYVN Platform, except to the extent required by recognised search engines (e.g., Google) for the purposes of indexing the HAYVN Platform; or
 - 8.1.11. provide unauthorised interfaces to the HAYVN Platform.
- 9. LINKS TO OTHER WEBSITES**
- 9.1. The HAYVN Platform may contain links or portals to other Websites. We have no control over Websites operated by third parties and the User agrees that we are not responsible for and will have no liability in connection with a User’s access to or use of any third-party Websites.
- 10. LIMITATION OF LIABILITY AND INDEMNITY**



HAYVN

- 10.1. Unless provided elsewhere in more specific terms, in no event shall HAYVN, or any of its officers, directors, shareholders, consultants and employees, be held liable for anything arising out of or in any way connected with a User's use of the HAYVN Platform whether or not such liability is under contract, delict or otherwise.
- 10.2. A User indemnifies HAYVN and agrees to keep HAYVN indemnified, from and against any claim, loss, damage, cost or expense that HAYVN may suffer or incur as a result of or in connection with a User's improper use of or conduct in connection with the HAYVN Platform, including any breach by a User of these terms or any applicable law or licensing requirements.
- 10.3. To the extent that HAYVN's liability cannot be excluded by law, HAYVN's maximum liability, whether in contract, equity, statute or tort (including negligence), to a User will be limited to the minimum amount imposed by such law.
- 10.4. Notwithstanding anything to the contrary in these Terms, in no circumstances will HAYVN be liable for any indirect, punitive or consequential loss or damages, loss of income, profits, goodwill, data, contracts, use of money or any loss or damages arising from or in any way connected to interruption of the HAYVN Platform of any type, whether in delict, contract or otherwise.

11. INTELLECTUAL PROPERTY

- 11.1. Unless accompanied by an explicit statement to the contrary, all content on this HAYVN Platform is protected by copyright, database rights, or other intellectual property rights. HAYVN and/or HAYVN's licensors own all the intellectual property rights and materials as are contained on the HAYVN Platform.
- 11.2. As such, we own all of HAYVN's material, information, data, software, icons, text, graphics, layouts, images, sound clips, advertisements, video clips, trade names, logos, animations, trademarks, designs, copyright and service marks, organisation, user interface, layout, and software code.
- 11.3. The HAYVN Platform is all legally protected against infringement and a User can't copy, download, print, modify, alter, publish, broadcast, distribute, sell or transfer any of it without our permission.
- 11.4. A User is granted a limited license only for purposes of utilising the HAYVN Platform.
- 11.5. A User undertakes not to attempt to decipher, decompile, disassemble or reverse engineer any of the software or code comprising or in any way making up a part of the HAYVN Platform including any algorithm used by us.

12. COPYRIGHT

- 12.1. The contents of the HAYVN Platform are the property of HAYVN, unless specified otherwise, and are protected by international copyright laws. Furthermore, the compilation (meaning the collection, arrangement, and assembly) of all content on the HAYVN Platform, is our property, unless credit is attributed to the author thereof, and is, likewise, protected by international copyright laws.
- 12.2. Except as stated in the Terms, none of the contents may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means, including, but not limited to, electronic, mechanical, photocopying, recording, or otherwise, except as permitted by the fair use privilege under international copyright laws or without our prior written permission, which should such consent be provided, we reserve our right to withdraw such consent at any stage, in our sole and absolute discretion.
- 12.3. Users are expressly prohibited to "mirror" any content, contained on the HAYVN Platform, on any other server unless our prior written permission is obtained, which should such consent be provided, we reserve our right to withdraw such consent at any stage, in our sole and absolute discretion.

13. SEVERABILITY

- 13.1. If any provision of these Terms is found to be invalid under any applicable law, such provisions shall be deleted without affecting the remaining provisions herein.

14. VARIATION OF TERMS

- 14.1. To the extent permitted by law, HAYVN is permitted to revise these Terms at any time as it sees fit, without prior notice to Users, and any revisions to the Terms will take effect when posted on the HAYVN Platform and agreed to by a User, unless a later date is stated in the revised Terms. A User's continued use of the HAYVN Platform will be construed as a User's consent to the amended or updated Terms, and



will be conditional upon the Terms in force at the time of use. A User's only remedy, should such User not agree to these amended Terms, is to stop the use of the HAYVN Platform.

15. ASSIGNMENT

15.1. HAYVN is allowed to assign, transfer, and subcontract its rights and/or obligations under these Terms without any notification. However, a User is not allowed to assign, transfer, or subcontract any of its rights and/or obligations under these Terms.

16. ENTIRE AGREEMENT

16.1. These Terms constitute the entire agreement between HAYVN and a User, unless other more specific terms have been agreed to, in relation to a User's use of the HAYVN Platform.

17. GOVERNING LAW AND JURISDICTION

17.1. These Terms will be governed by and interpreted in accordance with the laws of the Cayman Islands.