

# HIMALAYA EXCHANGE WEBSITE TERMS AND CONDITIONS OF USE

## 1 About our Terms

- 1.1 These Website Terms and Conditions of use (the Terms) explain how you may use this website <https://himalaya.exchange> and all associated web pages provided by the Himalaya Exchange its subsidiaries and affiliates (the Site).
- 1.2 You should read these Terms carefully before using the Site.
- 1.3 By accessing or using the Site or otherwise indicating your consent, you agree to be bound by these Terms and the documents referred to in them.
- 1.4 If you do not agree with or accept any of these Terms, you should stop using the Site immediately.
- 1.5 If you have any questions about these Terms or the Site, contact us via our Customer Help Desk webpage at <https://himalaya.exchange>.

## 1.6 Definitions

- (a) **Content** means any text, images, video, audio or other multimedia content, software or other information or material submitted to or on the Site;
  
- (b) **Online Terms and Conditions for the provision of products and services** means the General Terms and Conditions for the provision and use of our products and services accessed using the Site;
  
- (c) **Site** has the meaning given to it in clause 1.1;
  
- (d) **Terms** means these Terms and Conditions of use as updated from time to time under clause 10;
  
- (e) **We** means the Himalaya Exchange provided by its subsidiaries and affiliated companies and **us** or **our** shall have the same meaning). References to we, our and us in these Terms also includes our group companies from time to time; and
  
- (f) **You** means the person accessing or using the Site or its Content (and **your** shall have the same meaning).

- 1.7 Your use of the Site means that you must also comply with our Privacy Notice which sets out the terms on which we process any personal data we collect from you or that you provide to us, our General Terms and Conditions for the provision of our products and services and our Cookie Policy which sets out the information about cookies on our Site, where applicable.

## 2 Using the Site

- 2.1 If you use the Site as an individual, you agree that you will use the Site for your personal use only. If you use the Site on behalf of an institution, you represent that you are an authorised representative of such institution and agree that you will use the Site for commercial purposes only.

- 2.2 You agree that you are solely responsible for:
- 2.2.1 all costs and expenses you may incur in relation to your use of the Site; and
  - 2.2.2 keeping your password and other account details confidential.
- 2.3 Although the Site is accessible worldwide, the Site is intended for use only by those users who are permitted to access the Site. If you choose to access the Site from locations outside of the permitted jurisdictions where we do not offer our products or services, you are responsible for compliance with local laws where they are applicable.
- 2.4 You are responsible for configuring your information technology, computer programmes and platform to access our site. You should use your own virus protection software.
- 2.5 You must not misuse our Site by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised 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. 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.
- 2.6 We may prevent or suspend your access to the Site if you do not comply with any part of these Terms, our General Terms and Conditions, any policies to which they refer or any applicable law.

### **3 Your Privacy and Personal Information**

- 3.1 Your privacy and personal information are important to us. Any personal information that you provide to us will be dealt with in line with our Privacy Policy, which explains what personal information we collect from you, how and why we collect, store, use and share such information, your rights in relation to your personal information and how to contact us and supervisory authorities in the event you have a query or complaint about the use of your personal information.
- 3.2 Our Privacy Policy is available on our Site.

### **4 Ownership, Use and Intellectual Property Rights**

- 4.1 The Site and all Intellectual Property Rights in it including but not limited to any Content are owned by us or our licensors. Unless otherwise noted, all content including without limitation logos, brand names, images, design, text, graphics, button icons, audio and video clips, photographs, and written and other content that appear on our Site are trademarks, service marks, trade dress, copyright and/or other intellectual property whether registered or unregistered worldwide (**Intellectual Property**) owned, controlled or licensed by Himalaya Exchange. Nothing on our Site should be construed as granting, by implication or otherwise, any license to use any Intellectual Property displayed or used on our Site, without prior written permission of the Intellectual Property owner. Any other use of content on the Site including, reproduction, modification, distribution, republishing, transmission, display or performance, without the prior written permission of Himalaya Exchange is strictly prohibited.
- 4.2 We reserve all of our rights in any Intellectual Property in connection with these Terms. This means, for example, that we remain owners of them and free to use them as we see fit.
- 4.3 Nothing in these Terms grants you any legal rights in the Site other than as necessary to enable you to access the Site. You agree not to adjust to try to circumvent or delete any notices contained on the Site (including any Intellectual Property notices) and in particular in any digital rights or other security technology embedded or contained within the Site. Our Intellectual Property may not be used in any way including in advertising or publicity pertaining to distribution of materials on our Site, without prior, written permission from Himalaya Exchange. Himalaya Exchange prohibits use of any logo of Himalaya Exchange, or any of its affiliates as part of a link to or from any Site unless the Himalaya Exchange approves such link in advance and in writing. Fair use of the Himalaya Exchange's Intellectual Property requires proper acknowledgment.

### **5 Accuracy of Information and Availability of the Site**

- 5.1 While we try to make sure that the Site is accurate, up-to-date and free from bugs, we cannot promise that it will be, as the Site may not always be entirely accurate, complete or current and may also include technical inaccuracies or typographical errors.

- 5.2 Content is provided for your general information purposes only and to inform you about us and our products and news, features, services and other Sites that may be of interest. It does not constitute technical, financial or legal advice or any other type of advice and should not be relied on for any purposes.
- 5.3 In an effort to continue to provide you with as complete and accurate information as possible, information may, to the extent permitted by applicable law, be changed or updated from time to time without notice, including, without limitation information regarding our policies, products and services. Accordingly, you should verify all information before relying on it, and all decisions based on information contained on the Site, are your sole responsibility and we shall have no liability for such decisions.
- 5.4 While we strive to provide you with excellent service, we do not guarantee that the Site will be available without interruption and we do not guarantee that any order will be executed, accepted, recorded whilst accessing the Site.
- 5.5 We disclaim all warranties, express or implied, including any warranties of accuracy, non-infringement, merchantability and fitness for a particular purpose. We disclaim any and all liability for the acts, omissions and conduct of any third parties in connection with or related to your use of the Site. You assume total responsibility for your use of the Site and any linked sites.

## **6 Hyperlinks and Third Party Sites**

The Site may contain hyperlinks or references to third party websites other than the Site. Any such hyperlinks or references are provided for your convenience and to provide further information only. We have no control over third party websites and accept no legal responsibility for any content, material or information contained in them. The display of any hyperlink and reference to any third party website does not mean that we endorse that third party's website, products or services. Your use of a third party website may be governed by the terms and conditions of that third party website.

## **7 Limitation on our Liability**

Except where prohibited by law, in no event will we be liable to you for any indirect, consequential, exemplary, incidental or punitive damages or losses.

## **8 Events Beyond our Control**

We shall have no liability to you for any breach of these Terms caused by any event or circumstance beyond our reasonable control including, but not limited to, strikes, lockouts or other industrial disputes; breakdown of systems or network access; or flood, fire, explosion or accidents.

## **9 Rights of Third Parties**

No one other than a party to these Terms has any right to enforce any of these Terms.

## **10 Variation**

No changes to these Terms are valid or have any effect unless agreed by us in writing or made in accordance with this clause. We reserve the right to vary these Terms from time to time. Our updated Terms will be displayed on the Site and by continuing to use and access the Site following such changes, you agree to be bound by any variation made by us. It is your responsibility to check these Terms from time to time to verify such variations.

## **11 Legal Disputes**

Your use of this Site and any dispute arising out of such use of the Site is subject to the courts of England and Wales. The terms of this Policy, its subject matter and its formation are governed by English law.