



Technology  
Metals  
Market

2021

# Terms of use

Release: 1 – 31 January 2021



Technology  
Metals  
Market

## TECHNOLOGY METALS MARKET LIMITED

First Floor, 140 Brompton Road, London, SW3 1HY

### 1 WHAT'S IN THESE TERMS?

These terms and conditions ("Terms of Use") tell you the rules for using the website [tm2.market](#), [tm2.online](#), [tm2.com](#), [members.tm2.com](#) and the TM2 private and public website and mobile application containing an issuing and trading Platform for digital metals (together, the "Website").

### 2 ABOUT US AND HOW TO CONTACT US

The Website is operated by Technology Metals Market Limited ("TM2", "we", "our", or "us"). We are a private limited company incorporated and registered in England and Wales under company number 12181988. Our registered office is at c/o Collyer Bristow LLP, First Floor, 140 Brompton Road, London SW3 1HY, United Kingdom. Our VAT number is [INSERT].

To contact us, please write to us by post to the above address or, alternatively, please email us at [contact@tm2.com](mailto:contact@tm2.com).

### 3 APPLICABLE TERMS

By using the Website, you confirm that you accept these Terms of Use and the additional terms linked to below, and that you agree to comply with them. If you do not agree to those additional terms and these Terms of Use, you must not use the Website. We recommend that you print a copy of these Terms of Use for future reference.

The following additional apply to your use of the Website and which you should read before using the Website:

- our [Privacy Policy](#), which sets out information about how we use your personal information;
- our [Cookie Policy](#), which sets out information about the cookies on the Website;
- our Investor Terms, which govern the provision of our products and services to you.

### 4 CHANGES TO THESE TERMS OF USE AND WEBSITE

We amend these Terms of Use from time to time. Every time you wish to use the Website, please check these terms to ensure you understand the Terms of Use that apply at that time.

We may update and change the Website from time to time to reflect changes to our products and services, our users' needs, and our business priorities.



## 5 SUSPENSION OR WITHDRAWAL OF THE WEBSITE

We do not guarantee that the Website, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of the Website for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.

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

## 6 WE MAY TRANSFER OUR AGREEMENT WITH YOU TO SOMEONE ELSE

We may transfer our rights and obligations under these Terms of Use to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

## 7 KEEPING YOUR ACCOUNT DETAILS SAFE

If you choose, or you are provided with, a user identification code, password, private key, 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 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 using the contact details given above.

## 8 USING MATERIAL ON THE WEBSITE

We are the owner or the authorised licensee of all intellectual property rights in the Website, 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 the Website solely for your personal use and you may draw the attention of others within your organisation to content posted on the Website.

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 the Website must always be acknowledged.

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

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



## 9 DO NOT RELY ON INFORMATION ON THIS WEBSITE

The content on the Website 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 the Website.

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

## 10 ADDITIONAL CONDITIONS OF USING THE WEBSITE

When using the Website, you must not do or attempt to do any of the following:

- infringe our intellectual property rights or any other person, including (but not limited to) by copying, reproducing, distributing, republishing, downloading, displaying, posting, or transmitting in any form or by any means any content of the Website except as permitted under these Terms of Use and any other applicable terms agreed between you and TM2;
- access the Website in such a way as to (or commit any act that would or does) impose an unreasonable or disproportionately large burden on our infrastructure or that otherwise interrupts or interferes with the Website's functionality, efficiency, or operation;
- execute any form of network monitoring which will intercept data not intended for you;
- engage in any criminal activity in connection with the use of the Website; or
- use the Website for any purpose or in any way that is unlawful under applicable law or is prevented by any of our terms, or in any way that is fraudulent or has a fraudulent purpose or effect;
- send, knowingly receive, upload, download, use or re-use any material which does not comply with our content standards as stipulated in section 13 below (the "**Content Standards**");
- bully, insult, intimidate, humiliate, harass, threaten, demean, stalk, defraud, deceive, embarrass, or otherwise harm any other user of the Website or any other person;
- infringe or misappropriate (or encourage others to infringe or misappropriate) any right of a third party, including any third-party intellectual property right;
- interfere with security-related features of the Website, including (but not limited to) by: (i) disabling or circumventing features preventing or limiting the use or copying of any content; (ii) reverse-engineering or otherwise attempting to discover the Website's source code; or (iii) attempting to circumvent password or other authorisation methods;
- copy, modify, reverse-engineer, decompile or disassemble, or otherwise tamper with, the Website software (whether in whole or in part) or create any derivative



works from or of the Website software (and you must not authorise, encourage, or assist any other person to do so);

- interfere with the operation of the Website or our services or products or any user's enjoyment of them, including (but not limited to) by: (i) uploading or otherwise disseminating any virus, adware, spyware, worm, or other malicious code; (ii) making any unsolicited offer or advertisement to another user of the Website; (iii) collecting personal information about another user or third party without their consent; or (iv) interfering with or disrupting any network, equipment, or server connected to or used to make the Website available;
- perform any fraudulent activity, including (but not limited to): (i) impersonating any person or entity; (ii) accessing any other user's account without permission; and (iii) falsifying your personal details;
- selling or otherwise transferring access to your account to another person;
- simulating communications from us in order to collect identity information, authentication credentials, or other information from other people; or
- use proxy Internet Protocol (IP) addresses in order to attempt to hide the use of multiple accounts or pretend to be located in a country different from where you actually reside.
- knowingly introduce or transmit any data (or send or upload any material) that contains viruses, trojans, worms, time bombs, logic bombs, keystroke loggers, spyware, adware, or any other harmful programs or similar computer code designed to affect adversely the operation of any computer software or hardware, or other material that is malicious or technologically harmful;
- transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material, or any other form of similar solicitation (spam);
- 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; or
- attack the Platform via a Denial-of-Service (DoS) attack or a distributed DoS attack.

If you breach any of the above conditions, your licence to access and use the Website will cease immediately. We may, where appropriate, report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them.

## 11 WE ARE NOT RESPONSIBLE FOR THIRD-PARTY WEBSITES WE LINK TO

Where the Website contains links to other websites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked third-party websites or information you may obtain from them. We have no control over the contents of those third-party websites or resources.



## **12 USER-GENERATED CONTENT IS NOT APPROVED BY US**

The Website may include information and materials uploaded by other users of the Website, such as to forums, bulletin boards, chat rooms, and other interactive services available on this Website. This information and these materials have not been verified or approved by us. The views expressed by other users on the Website do not represent our views or values. We are under no obligation to oversee, monitor, or moderate any interactive service we provide on the Website, 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 (as stipulated in section 13 below), whether the service is moderated or not.

## **13 ANYTHING THAT YOU POST ON OR UPLOAD TO THE WEBSITE MUST ADHERE TO OUR CONTENT STANDARDS**

The following Content Standards apply to any and all material which you contribute to the Website ("Contribution"), and to any interactive services associated with it, including without limitation bulletin boards, chatrooms, and forums. These Content Standards must be complied with in spirit as well as to the latter, and apply to each part of any Contribution, in addition to its whole. TM2 will in its absolute discretion determine whether a Contribution is in breach of the Content Standards.

A Contribution must:

- be accurate (where it states facts).
- be genuinely held (where it states opinions).
- comply with the law applicable in England and Wales, and in any country from which it is posted.

A Contribution must not:

- be defamatory of any person;
- be obscene, offensive, hateful, or inflammatory;
- bully, insult, intimidate or humiliate;
- promote sexually explicit material;
- include child sexual abuse material;
- promote violence;
- promote discrimination based on race, religion, nationality, disability, age, sex, sexual orientation, gender reassignment, marriage or civil partnership, or pregnancy or maternity;
- infringe any copyright, database right, trademark, or other intellectual property right of any other person;
- be likely to deceive any person;



- breach any legal duty owed to a third party, such as a contractual duty or a duty of confidence;
- promote any illegal content or activity;
- be in contempt of court;
- 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;
- impersonate any person or misrepresent your identity or affiliation with any person;
- give the impression that the Contribution emanates from TM2 if this is not the case;
- advocate, promote, incite any party to commit, or assist any unlawful or criminal act such as (by way of example only) copyright infringement or computer misuse;
- contain a statement which you know or believe, or have reasonable grounds for believing, that members of the public to whom the statement is, or is to be, published are likely to understand as a direct or indirect encouragement or other inducement to the commission, preparation, or instigation of acts of terrorism; or
- contain any advertising or promote any services or web links to other sites.

When we consider that a breach of the above Content Standards has occurred, we may take such action as we deem appropriate. If you fail to comply with these Content Standards, this will constitute a material breach of these Terms of Use, and may result in our taking any or all of the following actions:

- immediate, temporary, or permanent withdrawal of your right to use the Website;
- immediate, temporary, or permanent removal of any Contribution uploaded by you to the Website;
- 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; and/or disclosure of such information to law enforcement authorities as we reasonably feel is necessary or as required by law.

#### **14 OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU**

##### Whether you are a consumer or a business user:

We do not guarantee that the Website will be secure or free from bugs or viruses. You are responsible for configuring your information technology to access the Website. You should use your own virus-protection software.



Technology  
Metals  
Market

We exclude our liability for all action we may take in response to breaches of the Content Standards set out in section 13 above. The actions we may take are not limited to those described in section 13 above, and we may take any other action we reasonably deem appropriate.

However, we do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents, or subcontractors and for fraud or fraudulent misrepresentation.

Different limitations and exclusions of liability will apply to liability arising as a result of the supply of any products or services to you, which will be set out in our Investor Terms.

**If you are a business user:**

- We exclude all implied conditions, warranties, representations, or other implied terms that may apply to the Website or any content on it.

We will not be liable to you 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, the Website; or
- use of or reliance on any content displayed on the Website.

In particular, we will not be liable for:

- loss of profits, sales, business, or revenue;
- loss or corruption of, or damage to, information, data, or software;
- business interruption;
- loss of anticipated savings;
- loss of business opportunity, goodwill, or reputation; or
- any indirect, special, or consequential loss or damage.

**If you are a consumer user:**

Please note that we only provide the Website for domestic and private use. You agree not to use the Website 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.

If defective digital content that we have supplied to you damages a device or digital content belonging to you and this is caused by our failure to use reasonable care and skill, we will either repair the damage or pay you compensation. However, we will not be liable for damage that you could have avoided by following our advice to apply an update offered to you free of charge or for damage that was caused by you failing to correctly follow installation instructions or to have in place the minimum system requirements advised by us.



Technology  
Metals  
Market

## **15 HOW WE MAY USE YOUR PERSONAL INFORMATION**

We will only use your personal information as set out in our Privacy Policy.

## **16 RULES ABOUT LINKING TO THE WEBSITE**

You may link to our homepage, 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 the Website in any website that is not owned by you.

The Website must not be framed on any other website, nor may you create a link to any part of the Website other than the home page.

We reserve the right to withdraw linking permission without notice.

If you wish to link to or make any use of content on the Website other than that set out above, please contact us using the details given above.

## **17 WHICH COUNTRY'S LAWS APPLY TO ANY DISPUTES?**

If you are a consumer, please note that these Terms of Use, their subject matter, and their formation, are governed by English law. Legal proceedings in respect of these Terms of Use can be brought in England and Wales. If you are habitually resident outside England and Wales, you may have the legal right to bring proceedings in your local jurisdiction (in which case you may bring proceedings there instead of in the courts of England and Wales).

If you are a business, these Terms of Use, their subject matter, and their formation (and any non-contractual disputes or claims) are governed by English law, and you and we agree and irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.