

## **Mirastar Real Estate Investment Management Limited**

### **Website Terms and Conditions**

#### **Introduction**

These are the terms and conditions for [www.mirastar.eu](http://www.mirastar.eu) (Site) which, together with the documents referred to in them, tells you the terms on which you may make use of our Site. Use of our Site includes accessing, browsing, or registering to use our Site. The Site is operated by Mirastar Real Estate Investment Management Limited (we, us, our or Mirastar). This Site includes general information about us and in doing so refers to certain funds and assets we manage or advise on (Funds). The information is provided for general information purposes only and nothing on this Site is intended to promote the Funds to you or induce or invite you to participate in the Funds. Nonetheless as the Funds are subject to severe marketing restrictions, information on this Site relating to the Funds is only directed at limited categories of persons in the United Kingdom and in other jurisdictions who satisfy certain criteria, as set out in these terms and conditions.

Your use of the Site will be subject to these terms and conditions and by visiting and using the Site you agree to be bound by them. Please read these terms and conditions carefully before you start to use our Site. We recommend that you print a copy of this for future reference.

Your use of any information or materials on this Site is entirely at your own risk, for which we shall not be liable. It shall be your own responsibility to ensure that any products, services or information available through this Site meet your specific requirements.

If you do not agree to these terms and conditions, you must not use our Site.

We reserve the right to change these terms and conditions from time to time by changing them on the Site. Please check this page from time to time to take notice of any changes we made, as they are binding on you.

#### **Information about us**

We are a private limited company, registered in England and Wales. Our registration number is 11763106, and our registered office is at 10 Queen Street Place, London EC4R 1AG. Our main trading address is The Monument Building, 11 Monument Street, London, EC3R 8AF. We have applied for VAT registration in the UK.

#### **Other applicable Terms**

These terms and conditions 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.

#### **Important information for persons in the United Kingdom**

- Nothing on this Site is intended to promote the Funds to you or induce or invite you to participate in the Funds. The information on this Site is not intended to provide the basis of any investment decision and should not be considered as a recommendation by us, or any of

our respective affiliates or any other persons, in relation to the acquisition or disposal of interests in any Fund.

### **Important information for recipients in other jurisdictions**

The communication of the information and materials on the Site may be restricted in certain jurisdictions and no person in any such jurisdiction may treat the Site as constituting an offer, invitation or inducement to them to enter into any investment agreement or purchase any investment referred to in such information and materials, unless in the relevant jurisdiction such an offer, invitation or inducement could lawfully be made to them.

Accordingly, the Site does not constitute an offer, invitation or inducement by anyone in any jurisdiction in which such offer, invitation or inducement is not lawful or in which the person making such offer, invitation or inducement is not qualified to do so or to anyone to whom it is unlawful to make such offer, invitation or inducement.

It is the responsibility of any persons who wish to express an interest in any of the information or materials on the Site to inform themselves of, and to observe, all applicable laws and regulations.

- No Offer to Buy or Sell - The information contained on the Site is provided to you for information purposes only and does not constitute an offer to sell or a solicitation of an offer to buy any security or other product that may be referenced on the Site.
- No Recommendation - No information posted on this Site should be interpreted as a recommendation or opinion that you should make any purchase or sale of a security or other product or participate in any transaction.

No Tax or Legal Advice - The investment products and services described on the Site may have tax consequences. Nothing on the Site should be construed as rendering tax or legal advice or otherwise, it is not intended to amount to advice on which you should rely. The content on our Site is provided for general information only. 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.

### **Access to the 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.

It is your responsibility to ensure your computer system meets all the necessary technical specifications to enable you to access and use the Site and is compatible with the Site. You are also responsible for ensuring that all persons who access our site through your internet connection are aware of these terms and conditions and other applicable terms and conditions, and that they comply with them.

We may, from time to time, restrict access to certain features, parts or content of the Site, or the entire Site, to users who have or maybe required to register with us.

If, in the future, we decide to allow users to register on the Site, you (as a registered user) must ensure that any registration details you provide are accurate. If you choose, or you are provided with,

a log-on ID (such as a username and password or other identifier) as part of our security procedures, you must treat such information as confidential and must not reveal it to anyone else. You are responsible for all activities that occur under your log-on ID and must notify us immediately of any unauthorised use or other security breach of which you become aware. We reserve the right to disable any log-on ID, at any time, if in our opinion you have failed to comply with any of the provisions of these terms and conditions or if any details you provide for the purposes of registering as a user prove to be false.

We cannot guarantee the continuous, uninterrupted or error-free operability of the Site. There may be times when certain features, parts or content of the Site, or the entire Site, become unavailable (whether on a scheduled or unscheduled basis) or are modified, suspended or withdrawn by us, in our sole discretion, without notice to you. You agree that we will not be liable to you or to any third party for any unavailability, modification, suspension or withdrawal of the Site, or any features, parts or content of the Site.

### **What you are allowed to do**

You may only use the Site for non-commercial use and only in accordance with these terms and conditions. You may retrieve and display content from the Site on a computer screen, print and copy individual pages and, subject to the next section, store such pages in electronic form. Additional terms and conditions may also apply to certain features, parts or content of the Site and, where they apply, will be displayed before you access the relevant features, parts or content.

### **What you are not allowed to do**

Except to the extent expressly set out in these terms and conditions, you are not allowed to:

- Store pages of the Site on a server or other storage device connected to a network or create an electronic database by systematically downloading and storing all of the pages of the Site
- Remove or change any content of the Site or attempt to circumvent security or interfere with the proper working of the Site or the servers on which it is hosted; or
- Create links to the Site from any other website, without our prior written consent although you may link from a website that is operated by you provided the link is not misleading or deceptive and fairly indicates its destination, you do not imply that we endorse you, your website, or any products or services you offer, you link to (and do not frame or replicate) the home page of the Site, and the linked website does not contain any content that is unlawful, threatening, abusive, libellous, pornographic, obscene, vulgar, indecent, offensive or which infringes on the intellectual property rights or other rights of any third party.

You must only use the Site and anything available from the Site for lawful purposes (complying with all applicable laws and regulations), in a responsible manner, and not in a way that might damage our name or reputation.

All rights granted to you under these terms and conditions will terminate immediately in the event that you are in breach of any of them.

Unauthorised use of this Site may give rise to a claim for damages and/or be a criminal offence.

### **Intellectual Property Rights**

All intellectual property rights in the Site (including text, graphics, software, reports, downloaded materials, photographs and other images, videos, sound, trade marks and logos) and in the material published on the Site (including any reports that can be downloaded from the Site (the "Reports")) are owned by us or our licensors. Those works are protected by copyright laws and treaties around the world. All such rights are reserved. Except as expressly set out here, nothing in these terms and conditions gives you any rights in respect of any intellectual property owned by us or our licensors and you acknowledge that you do not acquire any ownership rights by downloading content from the Site.

In the event you print off, copy or store pages from the Site (only as permitted by these terms and conditions), you must ensure that any copyright, trade mark or other intellectual property right notices contained in the original content are reproduced.

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 licence 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 and conditions, 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.

## **Content**

We may change the format and content of the Site from time to time. You agree that your use of the Site is on an 'as is' and 'as available' basis and at your sole risk.

Any material on the Site may be out of date at any given time and we are under no obligation to update such material. The information on this Site is supplied solely for the purpose of providing the recipient with general background information on Mirastar Real Estate Investment Management Limited and, whilst prepared in good faith, the information contained herein does not purport to be comprehensive nor has it been verified. We make or give no representation or warranty as to the accuracy, completeness, currency, correctness, reliability, integrity, quality, fitness for purpose or originality of any content of the Site and, to the fullest extent permitted by law, all implied warranties, conditions or other terms of any kind are hereby excluded. To the fullest extent permitted by law, we accept no liability for any loss or damage of any kind incurred as a result of you or anyone else using the Site or relying on any of its content.

You must not modify the papers or digital copies of any materials including the Reports that you have printed off or downloaded and our status as authors of the material in the Site must be acknowledged. You must not use any part of the materials on the Site for commercial purposes without obtaining a licence to do so from us or our licensors.

We cannot and do not guarantee that any content of the Site will be free from viruses and/or other code that may have contaminating or destructive elements. It is your responsibility to implement appropriate IT security safeguards (including anti-virus and other security checks) to satisfy your particular requirements as to the safety and reliability of content.

## **Your personal information**

Use of your personal information submitted via the Site is governed by our Privacy Policy.

## **External Links**

The Site may, from time to time, include links to external sites. We will include links to these sites to provide you with access to information and services that you may find useful or interesting. We are not responsible for the content of these sites or for anything provided by them and do not guarantee that they will be continuously available. The fact that we include links to such external sites does not imply any endorsement of or association with their operators.

## **General**

Links to other sites - 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.

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 programmes 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 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. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. 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.

Limitation of Liability – Nothing in these terms and conditions excludes or limits our liability for death or personal injury arising from our negligence, or our fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by English 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, direct or indirect. 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, income or revenue;
- loss of data;
- loss of goodwill;
- business interruption;
- loss of anticipated savings;
- loss of business opportunity, goodwill or reputation; or
- any indirect or consequential loss or damage.

Nothing shall prevent us from bringing proceedings to protect our intellectual property rights before any competent court.

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.

Jurisdiction - If you are a consumer, please note that these terms and conditions, its subject matter and its formation, are governed by English law. You and we both agree to that the courts of England

and Wales will have non-exclusive jurisdiction. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are resident of Scotland, you may also bring proceedings in Scotland.

If you are a business, these terms and conditions, its subject matter and its formation (and any non-contractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.

### **Disclaimer**

This Site is provided for your use "AS IS" without any warranties (whether express or implied) of any kind including, but not limited to, the warranty of non-infringement of third party rights or freedom from computer virus. As a result, we do not accept any ongoing obligation or responsibility in respect of any errors, omissions, interruptions or delays in service which may occur. Internet is not a secure medium of communication unless the data being sent is encrypted. We cannot accept any responsibility for unauthorised access by a third party or the corruption of data sent to it.

### **Contacting us**

Please submit any questions you have about these terms and conditions or any problems concerning the Site to us at:

Mirastar Real Estate Investment Management Limited  
Third Floor  
The Monument Building  
11 Monument Street  
London  
EC3R 8AF

[DataPrivacyTeam@mirastar.eu](mailto:DataPrivacyTeam@mirastar.eu)

Thank you for visiting our Site.