

1 About our terms and conditions

- 1.1 These terms and conditions of use (“**Terms**”) explain how you may use the website (www.triland.com) and any of its content (“**Site**”). These Terms apply between us and the person accessing, visiting or using the Site (“**you**”).
- 1.2 This is the official Site of Triland Metals Limited (“**Triland**”, “**we**”, “**us**” or “**our**”). The Site is provided by us to you free of charge for information purposes only.
- 1.3 You should read these Terms carefully before using the Site. By accessing or using the Site or otherwise indicating your consent, you agree to be bound by these Terms. If you do not agree with any of these Terms, you should stop using the Site immediately.
- 1.4 We will not accept any orders via our Site.

2 About us

- 2.1 Triland is a company registered in England and Wales under company registration number 01011637 with a registered address at MidCity Place, 71 High Holborn, London, WC1V 6BA. Triland Metals Limited is authorised and regulated by the United Kingdom Financial Conduct Authority (firm reference number: 141157).
- 2.2 If you have any questions about the Site, please go to: www.triland.com/contact-us/.

3 Using the site

- 3.1 None of the information on the Site is intended to be published, directed, made available to or used by any person or entity in any jurisdiction where it would be contrary to any applicable law or regulation to do so. By accessing the Site, you acknowledge and agree that you do so at your own initiative, are responsible for compliance with local laws where they apply and are solely responsible for all costs and expenses you may incur in relation to your use of the Site.
- 3.2 As a condition of your use of the Site, you agree to not:
- 3.2.1 misuse or attack our Site by knowingly introducing viruses, trojans, worms, logic bombs or any other material which is malicious or technologically harmful (such as by way of a denial-of-service attack),
or
 - 3.2.2 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.
- 3.3 We may prevent or suspend your access to the Site if you do not comply with these Terms or any applicable law.

4 Registration and password security

- 4.1 Use of the certain parts of the Site may require registration. You can only register to use the restricted parts of the Site if you have been accepted as our customer in accordance with our client acceptance procedures.

- 4.2 We are not obliged to permit anyone to register with the Site and we may, at our discretion, refuse, terminate or suspend registration to anyone at any time.
- 4.3 We will allow access to the registered areas of the Site on the condition that you agree that:
- 4.3.1 your email address and password are personal to you and may not be used by anyone else to access the Site;
 - 4.3.2 you are responsible for making sure that your password and any other account details are kept secure and confidential;
 - 4.3.3 you will not do anything which would assist anyone who is not a registered user to gain access to any registered area of the Site;
 - 4.3.4 you do not maliciously create additional registration accounts for the purpose of abusing the functionality of the Site, or other users, nor do you seek to pass yourself off as another user; and
 - 4.3.5 you comply with these Terms.
- 4.4 You agree to keep any information obtained from the Site as a registered user confidential at all times and not disclose it to any third party outside your organisation without our prior written consent.

5 Your privacy and personal information

Any information you provide to us that relates to an identified or identifiable individual (“**personal information**”) will be dealt with in line with our Privacy Policy available at: www.triland.com/regulatory-and-legal/, 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.

6 Ownership, use and intellectual property rights

- 6.1 The intellectual property rights in the Site and in any text, images, video, audio or other multimedia content, software or other information or material submitted to or accessible from the Site (the “**Content**”) are owned by us and our licensors (as may be applicable).
- 6.2 We and our licensors reserve all our intellectual property rights (including, but not limited to, all copyright, trade marks, domain names, design rights, database rights, patents and all other intellectual property rights of any kind) whether registered or unregistered anywhere in the world. This means, for example, that we remain owners of all our intellectual property rights and are free to use them as we see fit.
- 6.3 You may view, print or download extracts from this website without alteration, addition, or deletion for the purposes only for your own individual, non-commercial use. If you download information or software from this website, you agree that you will not copy, remove, or obscure any copyright or other notices or legends contained in any such information. Except as otherwise provided in this paragraph, neither this website nor any part of it may be otherwise copied, reproduced, distributed, or transmitted in any media (including, without limitation, via any other website) without our written permission. No other use of the information or materials contained on this website is permitted. All rights are reserved.

- 6.4 Nothing in these Terms grants you any legal rights in the Site or the Content other than as necessary for you to access it. You agree not to adjust, try to circumvent or delete any notices contained on the Site or the Content (including any intellectual property notices) and in particular, in any digital rights or other security technology embedded or contained within the Site or the Content.
- 6.5 The reproduction or representation of all or part of the Site, on any medium whatsoever, is strictly forbidden without our prior written consent.
- 6.6 Use by you of our name, logo and/or any trade marks on the Site or in the Content is strictly prohibited unless you have our prior written permission for such use. We do not permit the use of our name in advertising, as an endorsement of any product or service, or for any other commercial purpose, except where expressly permitted by written agreement between the parties. For the avoidance of doubt, you may not reproduce, delete, re-use, or modify these marks in any way when they appear on the pages of the website. Other companies' names or marks appearing on the Site may be protected as trademarks or service marks of their respective owners.

7 Accuracy of information, suitability and availability of the site

- 7.1 We do not give any representation or warranty, whether express or implied, as to the accuracy, completeness or fitness for any purpose or use of any contents of the Site. The contents of the Site is provided on an "as is" or "as available" basis, and may be subject to change. We assume no responsibility to update or amend any contents. Accordingly, you should not rely on any contents of the Site as being accurate, complete, authoritative, current or as a substitute for the exercise of your own independent skill and judgment in making an investment or other decision.
- 7.2 Any financial instruments or products mentioned in the Site may not be suitable or appropriate for all investors or in all geographical areas. Any Content is provided for your general information purposes only and to inform you about us and our products and news, features, services and other websites that may be of interest, but does not take into account or in any way consider your particular investment objectives, risk appetites, financial situations or needs. It does not constitute technical, financial or legal advice or any other type of advice and should not be relied on for any purposes. The fact that Triland has made available to you through the Site any investment opinions or other information constitutes neither a recommendation that you enter into a particular transaction nor a representation that any financial instrument or product is suitable or appropriate for you. You should always use your own independent judgment when using our Site and its Content and make your own independent decisions regarding any financial instruments or product mentioned herein. You should consider whether an investment strategy or the purchase or sale of any product is appropriate for you in the light of your particular investment needs, objectives and financial circumstances.
- 7.3 We may at any time, without providing notice, change, amend, modify, add to or delete these Terms. 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. Any dated information is published as of its date only or, if no date is stated, the date of first publication. We do not undertake any obligation or responsibility to update or amend any information on the Site.

7.4 WE DO NOT WARRANT THAT THE SITE WILL BE UNINTERRUPTED, ERROR-FREE, FREE OF VIRUSES OR OTHER HARMFUL COMPUTER CODE, OR THAT IT WILL MEET YOUR NEEDS.

7.5 The Site may contain hyperlinks or references to third-party advertising and websites other than the Site. Any such hyperlinks or references are provided for your convenience and information only and we will not be liable for any losses or damages of any kind that may arise from your use of them. We have no control over third-party advertising or 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 advertising or website does not mean that we endorse that third party's website, products or services. Your use of a third-party site may be governed by the terms and conditions of that third-party site and is at your own risk. We may suspend or terminate access or operation of the Site at any time as we see fit.

8 Exclusion of liability

8.1 YOU ACKNOWLEDGE, BY YOUR USE OF THE SITE, THAT YOUR USE IS AT YOUR SOLE RISK AND THAT YOU ASSUME FULL RESPONSIBILITY FOR ALL COSTS, LOSSES OR DAMAGES ASSOCIATED WITH YOUR USE OF THE SITE. NEITHER TRILAND NOR ANY OF ITS DIRECTORS, OFFICERS OR EMPLOYEES OR THIRD-PARTY SERVICE PROVIDERS SHALL BE LIABLE FOR ANY LOSSES COSTS OR DAMAGES OF ANY KIND RELATED TO YOUR USE OR INABILITY TO USE THE SITE INCLUDING INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES WHETHER OR NOT TRILAND HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8.2 Nothing in these terms excludes or limits our liability for any death or personal injury caused by our negligence, liability for fraud or fraudulent misrepresentation, or any other liability that the law does not allow us to exclude or limit.

9 Regulatory matters

9.1 Triland is an authorised person for the purpose of Section 21 of the Financial Services and Markets Act 2000. Nothing on this website constitutes or is intended to constitute (i) an offer of services, (ii) solicitation for or an invitation, recommendation or suggestion to purchase, sell or otherwise deal in any security, financial instrument, product or strategy whether transacted by Triland or otherwise, or (iii) investment, tax or legal advice, in any jurisdiction.

9.2 Triland Metals Limited only provides investment services and activities to persons who qualify as: (a) "*professional clients*" or "*eligible counterparties*" (as such terms are defined in the relevant rules of the United Kingdom Financial Conduct Authority from time to time); and (b)(i) where the person is located in the United States of America, "*eligible contract participants*" within the meaning of the Commodity Exchange Act (as amended by the Commodity Futures Modernization Act of 2000); or (ii) where the person is located in the Republic of Singapore, "*accredited investors*", "*expert investors*" or "*institutional investors*" (as such terms are defined in the Securities and Futures Act (Chapter 289) of Singapore); and (c) to whom it would otherwise be lawful to provide such services and activities under applicable laws and regulations (persons who satisfy the foregoing criteria, "**Relevant Persons**"). Any investment service or investment activities described or referred to in any Content may or may not be available from Triland and where they are

so available, they are only available to Relevant Persons provided that they have satisfied our client onboarding criteria in full.

10. Governing law and jurisdiction

- 10.1 These terms and any non-contractual obligations arising out of or in connection with them are governed by and construed in accordance with the laws of England and Wales, and any disputes arising out of in connection with these Terms (including, without limitation, any disputes regarding the existence, validity or termination of these Terms) will be subject to the exclusive jurisdiction of the courts of England and Wales.