

Halgo – Terms and Conditions

Last updated: January 22, 2020

Please read these terms and conditions carefully before using Our Service.

Interpretation and Definitions

Interpretation

The words of which the initial letter is capitalized have meanings defined under the following conditions. The following definitions shall have the same meaning regardless of whether they appear in singular or in plural.

Definitions

For the purposes of these Terms and Conditions:

- **Affiliate** means an entity that controls, is controlled by or is under common control with a party, where "control" means ownership of 50% or more of the shares, equity interest or other securities entitled to vote for election of directors or other managing authority.
- **Country** refers to: United Kingdom
- **Halgo 20 Fund** (referred to as either "the Fund", "We", "Us" or "Our" in this Agreement) refers to Halgo 20 Protected Cell, sub-fund of Digital Investment Fund PCC; address: Providence, Oceanic Motors Building, Second Floor, Room No. F2-1, Mahé, Seychelles.
- **Device** means any device that can access the Service such as a computer, a cellphone or a digital tablet.
- **Service** refers to the Website.
- **Terms and Conditions** (also referred as "Terms") mean these Terms and Conditions that form the entire agreement between You and the Fund regarding the use of the Service.
- **Third-party Social Media Service** means any services or content (including data, information, products or services) provided by a third-party that may be displayed, included or made available by the Service.
- **Website** refers to Halgo, accessible from <https://halgo.io>
- **You** means the individual accessing or using the Service, or the Fund, or other legal entity on behalf of which such individual is accessing or using the Service, as applicable.

Acknowledgment

These are the Terms and Conditions governing the use of this Service and the agreement that operates between You and the Fund. These Terms and Conditions set out the rights and obligations of all users regarding the use of the Service.

Your access to and use of the Service is conditioned on Your acceptance of and compliance with these Terms and Conditions. These Terms and Conditions apply to all visitors, users and others who access or use the Service.

By accessing or using the Service You agree to be bound by these Terms and Conditions. If You disagree with any part of these Terms and Conditions then You may not access the Service.

Your access to and use of the Service is also conditioned on Your acceptance of and compliance with the Privacy Policy of the Fund. Our Privacy Policy describes Our policies and procedures on the collection, use and disclosure of Your personal information when You use the Application or the Website and tells You about Your privacy rights and how the law protects You. Please read Our Privacy Policy carefully before using Our Service.

Digital Investment Fund PCC (DIF PCC) and professional investors

The DIF PCC is a Seychelles regulated professional fund. The Mutual Fund Hedge Fund Act 2008 defines a Professional Fund as:

- (a) a mutual fund in which shares can only be held by professional investors; and
- (b) the initial minimum investment amount per each investor is at least US\$100,000 or its equivalent in any other convertible currency.

A professional investor is defined as -

- (i) a person whose ordinary business or employment involves, whether for his own account or the accounts of others the acquisition or disposal of property of the same kind or substantially the same kind as the property of the relevant fund;
- (ii) a person who has a net worth, whether individual or jointly with his spouse exceeding US\$ 1,000,000 or its equivalent in any other convertible currency; and has signed a declaration to such effect and whereby he also consents to being treated as a professional investor;
- (iii) a bank licensed under the Financial Institutions Act, 2004 or under the corresponding law of a recognised jurisdiction;
- (iv) a mutual fund licensed under this Act or under the corresponding law of a recognised jurisdiction;

(v) an insurance company licensed in Seychelles or under the corresponding law of a recognised jurisdiction; or

(vi) a securities dealer or stock broker licensed in Seychelles or under the corresponding law of a recognised jurisdiction.

List of Recognised Jurisdictions

1. Austria
2. Australia
3. Belgium
4. Bahamas
5. Bahrain
6. Bermuda
7. British Virgin Islands
8. Canada
9. Cayman Islands
10. Cyprus
11. Denmark
12. France
13. Germany
14. Gibraltar
15. Guernsey
16. Holland
17. Hong Kong
18. Isle of Man
19. Ireland
20. Japan
21. Jersey

22. Luxembourg

23. Malaysia (including Labuan)

24. Mauritius

25. New Zealand

26. Singapore

27. South Africa

28. Switzerland

29. United Arab Emirates

30. United Kingdom

~~31. United States of America~~ >> decision not to onboard U.S Professional Investors on the Halgo 20 Fund of the DIF PCC

Financial Promotion of the Halgo 20 Fund

Halgo 20 Note is the digital security version of Halgo 20 Fund, the Seychelles-regulated structure harbouring our algo-based strategy.

Halgo 20 Fund is a sub-fund part of the Seychelles regulated professional fund Digital Investment Fund PCC. Cells in a PCC have separate assets and liabilities and are independent of one another. Halgo 20 Fund is currently providing some pre-marketing documentation for the onboarding of professional investors. To operate the financial promotion and marketing of the Halgo 20 Fund to professional investors, the Digital Investment Fund PCC will notify before launch the Seychelles Financial Services Authority.

By accessing or using the Service, You agree You are a professional investor as defined by the Seychelles Mutual Fund & Hedge Fund Act 2008.

Among the Halgo suite of digital securities, the security token Halgo 20 Note will be the first ETF-backed digital security listed for trading on the [regulated digital securities exchange SECDEX Exchange](#).

Eligibility to Become a Participant

ALL PERSONS SEEKING TO BECOME A PARTICIPANT SHALL COMPLY WITH THE FOLLOWING GENERAL REQUIREMENTS:

(a) qualify as a professional investor under the Seychelles FSA Mutual Fund & Hedge Fund Act 2008;

(b) (if an individual) is not an undischarged bankrupt;

(c) (if an individual) is at least 18 years old;

(d) shall not be a U.S. Person; and

(e) pass all relevant checks with respect to anti-money laundering and countering the financing of terrorism.

U.S. Person means any of the following:

(a) U.S. citizen;

(b) U.S. resident, meaning: (i) an individual physically present in the U.S. for at least 31 days during the current year and 183 days during the three (3) year period that includes the current year and the two (2) years immediately before that: (aa) counting all the days such individual was present in the current year; (bb) 1/3 of the days such individual was present in the first year before the current year; and (cc) 1/6 of the days such individual was present in the second year before the current year; (ii) a green card holder; (iii) an individual designated as a resident for U.S. tax purposes; (iv) an individual with a U.S. mailing address or U.S. telephone number;

(c) a corporation, partnership or entity organized or incorporated under the laws of the U.S.;

(d) an estate of which any executor or administrator is a U.S. Person;

(e) any trust of which any trustee is a U.S. Person;

(f) any agency or branch of a foreign entity located in the U.S.;

(g) a discretionary or similar account (other than an estate or trust) held by a fiduciary incorporated or organized, or (if an individual) a resident in the U.S.;

(h) any non-discretionary or similar account (other than an estate or trust) held by a fiduciary for the benefit or account of a U.S. Person;

(i) any partnership, corporation or entity incorporated or organized under the laws of any jurisdiction apart from the U.S. that is more than 25% owned or controlled by a U.S. Person(s); and

(j) a partnership, corporation or entity with a U.S. mailing address or U.S. telephone number

No Offer, Solicitation, Investment Advice or Recommendations

This website is for informational purposes only and does not constitute an offer to sell, a solicitation to buy, or a recommendation for any security, nor does it constitute an offer to provide investment advisory or other services by the Digital Investment Fund PCC or 360 Advisory LLC. No reference to any specific security constitutes a recommendation to buy, sell or hold that security or any other security. Nothing on this website shall be considered a solicitation or offer to buy or sell any security, future, option or other financial instrument or to offer or provide any investment advice or service to any person in any jurisdiction. Nothing contained on the website constitutes investment advice or offers any opinion with respect to the suitability of any security, and the views expressed on this website should not be taken as advice to buy, sell or hold any security. In preparing the information contained in this website, we have not taken into account the investment needs, objectives and financial circumstances of any particular investor. This information has no regard to the specific investment objectives, financial situation and particular needs of any specific recipient of this information and investments discussed may not be suitable for all investors. Any views expressed on this website by us were prepared based upon the information available to us at the time such views were written. Changed or additional information could cause such views to change. All information is subject to possible correction. Information may quickly become unreliable for various reasons, including changes in market conditions or economic circumstances.

Links to Other Websites

Our Service may contain links to third-party websites or services that are not owned or controlled by the Fund.

The Fund has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third-party websites or services. You further acknowledge and agree that the Fund shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods or services available on or through any such websites or services.

We strongly advise You to read the terms and conditions and privacy policies of any third-party websites or services that You visit.

Termination

We may terminate or suspend Your access immediately, without prior notice or liability, for any reason whatsoever, including without limitation if You breach these Terms and Conditions.

Upon termination, Your right to use the Service will cease immediately.

Limitation of Liability

Notwithstanding any damages that You might incur, the entire liability of the Fund and any of its suppliers under any provision of this Terms and Your exclusive remedy for all of the foregoing shall be limited to the amount actually paid by You through the Service or 100 USD if You haven't purchased anything through the Service.

To the maximum extent permitted by applicable law, in no event shall the Fund or its suppliers be liable for any special, incidental, indirect, or consequential damages whatsoever (including, but not limited to, damages for loss of profits, loss of data or other information, for business interruption, for personal injury, loss of privacy arising out of or in any way related to the use of or inability to use the Service, third-party software and/or third-party hardware used with the Service, or otherwise in connection with any provision of this Terms), even if the Fund or any supplier has been advised of the possibility of such damages and even if the remedy fails of its essential purpose.

Some states do not allow the exclusion of implied warranties or limitation of liability for incidental or consequential damages, which means that some of the above limitations may not apply. In these states, each party's liability will be limited to the greatest extent permitted by law.

"AS IS" and "AS AVAILABLE" Disclaimer

The Service is provided to You "AS IS" and "AS AVAILABLE" and with all faults and defects without warranty of any kind. To the maximum extent permitted under applicable law, the Fund, on its own behalf and on behalf of its Affiliates and its and their respective licensors and service providers, expressly disclaims all warranties, whether express, implied, statutory or otherwise, with respect to the Service, including all implied warranties of merchantability, fitness for a particular purpose, title and non-infringement, and warranties that may arise out of course of dealing, course of performance, usage or trade practice. Without limitation to the foregoing, the Fund provides no warranty or undertaking, and makes no representation of any kind that the Service will meet Your requirements, achieve any intended results, be compatible or work with any other software, applications, systems or services, operate without interruption, meet any performance or reliability standards or be error free or that any errors or defects can or will be corrected.

Without limiting the foregoing, neither the Fund nor any of the Fund's provider makes any representation or warranty of any kind, express or implied: (i) as to the operation or availability of the Service, or the information, content, and materials or products included thereon; (ii) that the Service will be uninterrupted or error-free; (iii) as to the accuracy, reliability, or currency of any information or content provided through the Service; or (iv) that the Service, its servers, the content, or

emails sent from or on behalf of the Fund are free of viruses, scripts, trojan horses, worms, malware, timebombs or other harmful components.

Some jurisdictions do not allow the exclusion of certain types of warranties or limitations on applicable statutory rights of a consumer, so some or all of the above exclusions and limitations may not apply to You. But in such a case the exclusions and limitations set forth in this section shall be applied to the greatest extent enforceable under applicable law.

Governing Law

The laws of the Country, excluding its conflicts of law rules, shall govern this Terms and Your use of the Service. Your use of the Application may also be subject to other local, state, national, or international laws.

Disputes Resolution

If You have any concern or dispute about the Service, You agree to first try to resolve the dispute informally by contacting the Fund.

For European Union (EU) Users

If You are a European Union consumer, you will benefit from any mandatory provisions of the law of the country in which you are resident in.

United States Legal Compliance

You represent and warrant that (i) You are not located in a country that is subject to the United States government embargo, or that has been designated by the United States government as a "terrorist supporting" country, and (ii) You are not listed on any United States government list of prohibited or restricted parties.

Severability and Waiver

Severability

If any provision of these Terms is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

Waiver

Except as provided herein, the failure to exercise a right or to require performance of an obligation under this Terms shall not effect a party's ability to exercise such right or require such performance at any time thereafter nor shall be the waiver of a breach constitute a waiver of any subsequent breach.

Translation Interpretation

These Terms and Conditions may have been translated if We have made them available to You on our Service. You agree that the original English text shall prevail in the case of a dispute.

Changes to These Terms and Conditions

We reserve the right, at Our sole discretion, to modify or replace these Terms at any time. If a revision is material We will make reasonable efforts to provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at Our sole discretion.

By continuing to access or use Our Service after those revisions become effective, You agree to be bound by the revised terms. If You do not agree to the new terms, in whole or in part, please stop using the website and the Service.

Contact Us

If you have any questions about these Terms and Conditions, You can contact us:

- By email: contact@halgo.io