

ARCARIUS CAPITAL S.A. — Website Terms and Conditions

Effective: July 30, 2025

1. Who we are

These Terms and Conditions (“Terms”) govern your access to and use of the website located at arcariuscapital.ch (the “Site”). The Site is operated by ARCARIUS CAPITAL S.A. (“Arcarius”, “we”, “us”, or “our”). By using the Site you agree to these Terms.

2. Eligibility and acceptable use

2.1 You must be at least 18 years old to use the Site.

2.2 You agree not to misuse the Site or attempt to interfere with its normal operation. Prohibited conduct includes: (a) introducing malware; (b) probing or testing the vulnerability of the Site; (c) scraping or harvesting data without our written consent; (d) infringing the intellectual property or privacy rights of others; or (e) using the Site in violation of applicable laws.

3. Content and intellectual property

3.1 The Site and all content on it—including text, graphics, logos, and design—are owned by and the intellectual property of ARCARIUS CAPITAL S.A. or our licensors and are protected by law. All rights are reserved.

3.2 You may view the Site for your personal or internal business purposes only. You may not reproduce, distribute, modify, create derivatives of, publicly display, or otherwise use Site content except as explicitly permitted by these Terms or with our prior written consent.

3.3 Trademarks, service marks, and logos displayed on the Site are the property of ARCARIUS CAPITAL S.A.. No rights or licenses are granted except as set out here.

4. Third party services and links

The Site may contain links to or integrations with third party websites and services. We are not responsible for, and do not endorse, third party content or practices. Your use of third party services is at your own risk and may be governed by separate terms and privacy policies.

5. No warranties

The Site is provided on an “as is” and “as available” basis. To the maximum extent permitted by law, we disclaim all warranties—express, implied, statutory, or otherwise—including warranties of accuracy, completeness, merchantability, fitness for a particular purpose, quiet enjoyment, and non infringement. We do not warrant that the Site will be uninterrupted, secure, or error free, or that defects will be corrected.

6. Limitation of liability

To the maximum extent permitted by law, ARCARIUS CAPITAL S.A. and our directors, officers, employees, and agents will not be liable for any indirect, incidental, special, consequential, exemplary, or punitive damages, or for any loss of profits, revenues, goodwill, data, or business opportunities, arising out of or related to your use of the Site, even if we have been advised of the possibility of such damages. Because the Site is provided free of charge, our total liability for any claim related to the Site will not exceed CHF 100.

7. Indemnity

You agree to indemnify and hold harmless ARCARIUS CAPITAL S.A. and our directors, officers, employees, and agents from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable legal fees) arising out of or related to your breach of these Terms or your misuse of the Site.

8. Privacy

Our handling of personal data is described in our Privacy Policy available on the Site. By using the Site, you acknowledge our privacy practices as described in that policy.

9. Suspension and changes

We may modify, suspend, or discontinue any part of the Site at any time without notice. We may also update these Terms from time to time. The “Effective” date above shows when these Terms were last updated. Continued use of the Site after an update constitutes acceptance of the revised Terms.

10. Governing law and jurisdiction

These Terms and any non contractual obligations arising out of or in connection with them are governed by the laws of Switzerland, without regard to conflict of laws principles. The courts of Switzerland shall have exclusive jurisdiction to settle any dispute arising out of or in connection with these Terms or the Site.

11. Contact

If you have questions regarding these Terms, please reach us via the contact form available on the Site.