

Terms of Website & Data Room Use

Welcome and thank-you for using MERAR Meeting Place and MERAR Deal Room.

This page (together with the documents referred to on it) tells you the terms of use on which you may make use of our website and data rooms (our sites), whether as a guest, registered user or client. Please read these terms of use before you start to use the sites. By using our sites, you indicate that you accept these terms of use and that you agree to abide by them.

Access to our sites is permitted on a temporary basis, and we reserve the right to withdraw or amend the service we provide on our sites without notice. We will not be liable if for any reason our sites are unavailable at any time or for any period.

We aim to update our sites regularly, and may change the content at any time. If the need arises, we may suspend access to our sites, or close it indefinitely. Any of the material on our sites may be out of date at any given time, and we are under no obligation to update such material.

If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and 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.

Using the sites & intellectual property

Whenever you upload material to our sites, or to make contact with other users of our sites, you must comply with the content standards set out in our acceptable use policy. You warrant that any such contribution does comply with those standards, and you indemnify us for any breach of that warranty. We will not be responsible, or liable to any third party, for the content or accuracy of any materials posted by you or any other user of our sites.

We have the right to remove any material or posting you make on our sites if, in our opinion, such material does not comply with the content standards set out in our acceptable use policy.

 [Acceptable_use](#)

Except for commercially confidential information submitted by clients and users, we are the owner or the licensee of all intellectual property rights in our sites, and in the material published on it. Those works are protected by copyright laws and treaties. All such rights are reserved.

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

If you breach these terms of use, your right to use our sites will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

Reliance on information posted

Commentary and other materials posted on our sites are not intended to amount to advice or investment advice on which reliance should be placed. We therefore disclaim all liability and responsibility arising from any reliance placed on such materials by any visitor to our sites, or by anyone who may be informed of any of its contents.

The material displayed on our sites is provided without any guarantees, conditions or warranties as to its accuracy. To the extent permitted by law, we, other members of our group of companies and third parties connected to us hereby expressly exclude all conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity.

Any liability for any direct, indirect or consequential loss or damage incurred by any user in connection with our sites or in connection with the use, inability to use, or results of the use of our sites, any websites linked to it and any materials posted on it is excluded.

This does not affect our liability for death or personal injury arising from our negligence, nor our liability for fraudulent misrepresentation nor any other liability that cannot be excluded or limited under applicable law.

MERAR Deal Room


The additional terms in this section apply to regulate and control the use of data rooms provided as a MERAR Deal Room solution.

MERAR data rooms allow companies, third parties and advisers to access, via the Internet, confidential information. Materials in a data room are for you to view only. They must not be printed or downloaded in whole or in part. Restrictions are in place to prevent you doing this.

You will not attempt to violate the security of a data room. We and our client reserve the right to monitor activities in a data room and to exclude anyone who violates or attempts to violate these rules. No representation or warranty (express or implied) is given as to the accuracy, completeness or fairness of the information contained in a data room and no liability or responsibility is accepted for the accuracy, completeness or fairness of the information or for any errors, omissions or misstatements, negligent or otherwise, relating to such information.

Additional documents may be added to a data room from time to time. You will be informed of any additional documents as soon as practicable after they are added.

Information about you and your visits to our sites

We process information about you in accordance with our privacy policy  [Privacy_Policy](#) By using our sites, you consent to such processing and you warrant that all data provided by you is accurate.

Viruses, hacking and other offences

You must not misuse our sites 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 sites, the server on which our sites is stored or any server, computer or database connected to our sites. You must not attack our sites 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 sites will cease immediately.

We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our sites or to your downloading of any material posted on it, or on any websites linked to it.

Linking to our sites

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but 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 from any websites that is not owned by you. Our sites must not be framed on any other sites, nor may you create a link to any part of our sites other than the home page. We reserve the right to withdraw linking permission without notice. The websites from which you are linking must comply in all respects with the content standards set out in our acceptable use policy.

If you wish to make any use of material on our sites other than that set out above, please address your request to contact@merar.com

Links from our sites

Where our sites 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, and accept no responsibility for them or for any loss or damage that may arise from your use of them.

Jurisdiction and applicable law

Except for injunctive relief, the English courts will have exclusive jurisdiction over any claim arising from, or related to, a visit to our sites.

These terms of use and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

Trade marks

“MERAR” is an internationally registered trade mark of Merar Investment Services Limited.

Variations

We may revise these terms of use at any time by amending this page. You are expected to check this page from time to time to take notice of any changes we made, as they are binding on you. Some of the provisions contained in these terms of use may also be superseded by provisions or notices published elsewhere on our sites.

Cancellation policy

Subject to the terms of the EC Directive on the Protection of Consumers in Respect of Distance Contracts, as implemented in relevant EU Members States we offer a no refund policy and do not offer monetary compensation or any type / form of compensation for cancellation of service once ordered.