



**ELYSIACAPITAL**  
For life-changing ideas

## TERMS AND CONDITIONS OF WEBSITE USE

Esteemed User,

Welcome and thank you for choosing to browse the site <https://www.elysiacapital.com> (hereinafter the "Site").

**Elysia Capital LTD** (FRN: 922805), 2 Portman Street, London England W1H6DU - an Appointed Representative of MJ Hudson Advisers Limited (FRN 692447) who is authorised and regulated by the Financial Conduct Authority. MJ Hudson Advisers Limited is registered in England and Wales, registered address 1 Frederick's Place, London, EC2R 8AE. MJ Hudson Advisers Limited act as the Principal Firm to Appointed Representatives - and its subsidiary Elysia Capital S.r.l. (VAT number 11951210019) headquartered in Via Giuseppe Galliano, 27 10100 Turin (Italy) (hereinafter "**Elysia**" or "**Operator**" or "**us**") inform you that, by using the Site, you agree to our Terms and Conditions of use (hereinafter the "**Terms and Conditions**"). We suggest you take a few minutes to read the following terms.

### 1. INTRODUCTION

These terms and conditions govern the browsing and use of the website <http://elysiacapital.com>, put at the disposal of users ("you" or "user(s)"). You need to be aware that by using this Site and/or by uploading any project to the dedicated area you accept our Terms and Conditions, to be understood as supplemented by the [Privacy Information Notice](#) which is referenced.

### 2. CONTENTS OF THE SITE

Our Site provides general information on our objectives and our business activities. It can contain data and information that are based on our business, our strategies, our performance or our current policies. Even though we place the utmost care in maintaining the Site and consider its contents reliable, **Elysia** does not however assume any responsibility regarding the accuracy, completeness and timeliness of the data and information contained in the Site or in sites connected to it and accessible through links. Consequently we decline all liability for any inaccuracies, errors or omissions that may occur. All official documents that concern our structure are available at the headquarters of the company and are filed with the competent authorities. In no case may the information contained in the published material be interpreted as an offer, recommendation, invitation to offer or as a promotional message of the Company aimed at the stimulation of financial operations.

Therefore, the use of the data and information contained in the site to support decisions regarding investment transactions is under the exclusive responsibility and completely at the risk of the user.

### 3. SENDING OF PROJECTS

Within the Site, the page "Send Project" makes it possible for the user (individual, company, institution, etc.) to submit **Investment Projects** based on the concept of sustainability and of economic and social welfare. EL aims, in fact, at generating collective value by investing in projects which are innovative and have a positive social impact as their ultimate goal.

The User recognizes and accepts that the sending of a project does not create any obligation for EL to examine the information and/or material submitted, or to negotiate or to perform a financing or investment, transaction, nor to stipulate any binding agreement with the user and/or with their company of reference in relation to the project.

Furthermore, Elysia does not assume any obligation of confidentiality in relation to the submitted Project and/or to other information transmitted by means of the appropriate Form and/or via e-mail. Therefore, the User needs to be aware of and agree that the information relating to the Project that they transmit voluntarily to Elysia should not be considered "Confidential Information". If the user recognizes the need to keep all or some of the information relating to the project confidential, they are invited not to transmit it through the Site. In this sense, the User confers the widest indemnity with respect to any dispute, claim, request for damage compensation which might arrive to Elysia for any disclosure and/or breach of the information transmitted through the functions of the Site.

### 4. PROHIBITIONS FOR THE USER AND RESPONSIBILITIES OF THE OPERATOR

#### 4.1 Prohibitions

It is forbidden to use the Site and the services offered in it to:

- (a) send, publish or transmit, by any means, defamatory, libelous, abusive, vulgar, pornographic, obscene content, or content that is against public order, suitable to instigate the carrying out of crimes, violent or discriminatory behavior of any kind;
- (b) submit, send or transmit, in any manner, content that violates the rights of any third party, including copyright and/or intellectual property in general;
- (c) insert, post or transmit, by any means, including uploading content on the Site, viruses, corrupted files, or files that may damage other programs and cause harm, even if only momentary, to the information technologies of the operator or of third parties;
- (d) submit, send or transmit, by any means, advertising, offers of products or services for commercial or propaganda purposes or in any case not relevant to the Site.

#### **4.2 Interruption and modification of the Site**

The Operator will act with diligence to keep the Site accessible, without interruptions and without errors. In any case, also because of the purpose of the site, the Operator shall not be liable for any damage suffered due to force majeure or to third parties, for any damage resulting from the failure of the site and from the inability to access the Site, from any interruption of internet connection, possible breakdowns of the Website or of the software necessary for its use.

The Operator will never be responsible for the loss of data and/or information sent by the user. The operator is not obliged to create nor to store any type of back-up of the material and of the data provided by the user.

At any moment the Operator can decide to modify, even partially, the contents of the Site or to cease the management of the site. In the event of modification of the Site, its content or its functions or of these Terms and Conditions, the user will not be able to claim any compensation, damages or entitlement to payment, for any reason, of any amount.

#### **5. INTELLECTUAL PROPERTY OF THE OPERATOR.**

Each text, image, audio file, video, technological system, logo, slogan, trademark, patent, intellectual work and software created by the Operator for the implementation and management of the Site is the exclusive property of the Operator who holds all rights of copyright, licenses and property rights, trademarks or related patents. Any violation of the rights of the Operator implies the direct civil, criminal and administrative responsibility of the perpetrator of the offense.

The User agrees not to reproduce, duplicate, copy, exploit or assign to third parties the software used and/or the material created by the Operator in the absence of written permission.

#### **6. APPLICABLE LAW AND COURT**

The Site will be governed by these Terms and Conditions and, by choice of **Elysia Capital LTD** and of its subsidiary, by Italian law.

Any dispute which may arise between the parties regarding the validity, interpretation or execution of these Terms and Conditions will be subject to Italian jurisdiction.

If the User can qualify as a Consumer, they will be able to benefit from the additional safeguards provided by the mandatory rules of their country of residence. As a consumer, the user will thus be able to act before the courts of the Member State of the European Union where they are resident or domiciled to promote a dispute in relation to these Terms and Conditions. The European Commission also provides a platform for the on-line settlement of disputes which the user may optionally access via this link: <https://ec.europa.eu/consumers/odr/>.

#### **7. PROCESSING OF PERSONAL DATA**

As better specified in the Privacy Information notice which is directly referenced, *Elysia Capital LTD and Elysia Capital S.r.l.*, as Data controllers, ensure that the data supplied by the User through the Form for the sending of projects or for information request, will be processed in compliance with the provisions laid down in EU Regulation 679/16 and of the so-called Privacy Code, as defined by Leg.D. no. 101/2018 and with any other legislation concerning Privacy.

Without prejudice to the rights recognized by art. 15 and following of the EU Regulation, User Data will be processed with the modalities and for the purposes indicated in the [Privacy Information Notice](#).

#### **8. CONTACT AND SUPPORT**

Any questions relating to the Site, Services or these Terms and Conditions may be sent to us by sending an e-mail to the address: [info@elysiacapital.com](mailto:info@elysiacapital.com).

Thank you for taking the time to read our Terms and Conditions.

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