

## **Terms of Service**

*Last Updated: November 2025*

### **1. INTRODUCTION AND SCOPE**

These Terms of Service ("Terms") govern your access to and use of the website located at [www.goldfishcapital.mt](http://www.goldfishcapital.mt) (the "Website"), which is owned and operated by Goldfish Capital Ltd., a private company incorporated and registered in Malta under company registration number C 113639, with its registered office at Skyway Offices, Office 4, Blk C 179, Triq Marina, Pietà, PTA 9042, Malta ("Goldfish Capital", the "Company", "we", "us", or "our").

The Website is maintained solely for general corporate and informational purposes. Goldfish Capital Ltd. is a private investment and holding company that conducts activities exclusively for its own account and benefit. The Company does not provide investment advisory, brokerage, portfolio management, or any other financial services to the public and does not solicit, accept, or manage funds from external investors, clients, or any third parties.

By accessing or using this Website, you ("User", "you", or "your") acknowledge that you have read, understood, and agree to be legally bound by these Terms, together with our Privacy Policy and Corporate Disclaimer, each of which is incorporated herein by reference. If you do not agree to any provision of these Terms, you must immediately discontinue all use of the Website.

We reserve the right to amend, modify, or update these Terms at any time in our sole discretion. Any such changes shall become effective immediately upon publication on the Website. It is your responsibility to review these Terms periodically. Your continued access to or use of the

Website following the posting of any changes constitutes your binding acceptance of the revised Terms.

## **2. ELIGIBILITY AND ACCESS**

The Website is intended solely for individuals and legal entities that possess full legal capacity to enter into binding agreements under applicable law.

By accessing or using this Website, you represent and warrant that you are at least eighteen (18) years of age, or the age of legal majority in your jurisdiction if higher; that you possess full legal capacity and authority to agree to and comply with these Terms; and that, if you are accessing the Website on behalf of a legal entity, you are duly authorised to bind that entity to these Terms and all obligations arising hereunder.

We reserve the right, at our sole and absolute discretion and without prior notice or liability, to restrict, suspend, or terminate your access to the Website at any time if we reasonably believe that you have breached these Terms, that your conduct may expose the Company to legal or regulatory risk, or for any other reason we deem appropriate in the protection of our legitimate interests.

## **3. PERMITTED USE AND PROHIBITED CONDUCT**

You agree to use the Website solely for lawful purposes and in strict accordance with these Terms. You shall not use the Website in any manner that violates any applicable local, national, or international law, regulation, directive, sanction, or regulatory requirement; engage in any activity that could damage, disable, overburden, or impair the functionality or security of the Website or interfere with any other party's use and enjoyment thereof; attempt to gain unauthorised access to any portion of the Website, our servers, databases, or any systems or networks connected to

the Website; introduce, upload, or transmit any viruses, Trojan horses, worms, malware, or other malicious or technologically harmful code or material; attempt to circumvent, disable, or otherwise interfere with any security features, access controls, or technological protection measures; impersonate or misrepresent your identity, your affiliation with any person or entity, or the origin or purpose of any communication; employ any automated means, including bots, crawlers, spiders, or scraping tools, to access, monitor, copy, extract, or index any portion of the Website or its Content, except to the extent expressly permitted by applicable law and not excluded by our robots.txt file or similar technical restrictions; or reproduce, republish, or otherwise use any Content from the Website in a manner that infringes the intellectual property rights or other proprietary rights of the Company or any third party.

We reserve the right to monitor your use of the Website and to investigate any suspected violations of these Terms. We may, at our sole discretion and without prior notice, suspend or permanently terminate your access to the Website where we reasonably believe a breach of these Terms or any applicable law has occurred or is likely to occur.

#### **4. NO OFFER, NO ADVICE, AND NO FINANCIAL SERVICES**

The Website and all information, materials, and content made available through it are provided solely for general corporate and informational purposes. Nothing on this Website constitutes, or shall be construed as constituting, investment advice, financial advice, legal advice, tax advice, or any other form of professional advice or recommendation; an offer to sell, a solicitation of an offer to purchase, or a recommendation or endorsement with respect to any security, financial instrument, investment product, fund, or service; or a basis upon which any investment, financial, commercial, or other decision should be made.

Goldfish Capital Ltd. expressly does not solicit, accept, or manage funds, capital, or assets on behalf of any third party; provide investment advisory, brokerage, asset management, portfolio management, or any other regulated financial services to the public or to any external party; or accept external investors, client capital, deposits, or any form of public participation in its investment activities.

Any person requiring investment, financial, legal, tax, or other professional advice should consult with appropriately qualified and licensed independent advisers in their own jurisdiction. The Company expressly disclaims any responsibility for decisions made or actions taken in reliance upon any information contained on this Website.

## **5. INTELLECTUAL PROPERTY RIGHTS**

All content, materials, and elements displayed on or accessible through the Website, including without limitation all text, graphics, logos, icons, images, photographs, audio and video clips, data compilations, page layouts, design elements, user interfaces, and any underlying software, code, or technology (collectively, the "Content"), are owned by, licensed to, or otherwise controlled by Goldfish Capital Ltd. and are protected by copyright, trademark, patent, trade secret, and other intellectual property and proprietary rights under Maltese, European Union, and international law.

Except as expressly authorised under these Terms or as required by applicable mandatory law, you shall not copy, reproduce, republish, upload, post, transmit, modify, adapt, translate, create derivative works from, distribute, license, sell, display, perform, or otherwise exploit any Content, in whole or in part, in any form or by any means; or use any trademarks, service marks, trade names, logos, or other proprietary designations of the Company without our prior express written consent.

Subject to your strict compliance with these Terms, you are granted a limited, revocable, non-exclusive, non-transferable, non-sublicensable licence to access and view the Website and, where technically enabled, to download or print limited portions of the Content solely for your personal, non-commercial, informational use, provided that you retain all copyright, trademark, and other proprietary notices contained in the original materials, you do not modify, alter, or create derivative works from the Content, and your use does not damage, disparage, or otherwise prejudice the reputation, goodwill, or rights of Goldfish Capital Ltd.

No right, title, or interest in or to any Content or intellectual property is transferred to you by virtue of your access to or use of the Website. All rights not expressly granted herein are reserved by the Company.

## **6. THIRD-PARTY WEBSITES AND EXTERNAL RESOURCES**

The Website may contain hyperlinks, references, or pointers to websites, platforms, or resources owned, operated, or maintained by third parties. Such links are provided solely for your convenience and informational purposes and do not constitute or imply any endorsement, sponsorship, affiliation, or recommendation by Goldfish Capital Ltd.

The Company exercises no control over, and assumes no responsibility for, the content, accuracy, legality, appropriateness, privacy practices, security, or availability of any third-party websites or resources. The Company shall not be liable for any loss, damage, cost, or expense arising from or in connection with your access to, use of, or reliance upon any third-party website, resource, product, service, or content.

Your access to and use of any third-party website is entirely at your own risk and is subject to the terms, conditions, and privacy policies applicable to such third-party website. We encourage you to review carefully the terms and privacy policies of any third-party website before providing any personal information or engaging in any transaction.

## **7. PRIVACY AND DATA PROTECTION**

Your use of the Website may involve the collection, processing, and storage of certain personal data. The types of personal data we collect, the purposes for which we process such data, the legal bases for processing, and your rights as a data subject are set forth in our Privacy Policy, which constitutes an integral and binding part of these Terms.

By accessing or using the Website, you confirm that you have read, understood, and agree to be bound by our Privacy Policy, and you consent to the collection and processing of your personal data in accordance therewith and with all applicable data protection laws, including Regulation (EU) 2016/679 (the General Data Protection Regulation) and the Data Protection Act (Cap. 586 of the Laws of Malta).

## **8. ELECTRONIC COMMUNICATIONS**

By accessing or using the Website or by providing your contact information to us, you consent to receive electronic communications from the Company, including but not limited to legal notices, disclosures, and other information required by law or these Terms. You agree that all agreements, notices, disclosures, and other communications provided to you electronically satisfy any legal requirement that such communications be in writing.

## **9. DISCLAIMER OF WARRANTIES**

The Website and all Content are provided strictly on an "as is" and "as available" basis, without any representations, warranties, or conditions of any kind, whether express, implied, statutory, or otherwise.

To the fullest extent permitted by applicable law, Goldfish Capital Ltd. hereby expressly disclaims all warranties and representations, including without limitation any implied warranties of merchantability, satisfactory quality, fitness for a particular purpose, non-infringement, title, accuracy, reliability, completeness, timeliness, or availability; any warranties that the Website will be uninterrupted, secure, timely, error-free, or free from viruses, defects, or other harmful components; and any warranties arising from course of dealing, course of performance, or usage of trade.

No advice, information, or statement, whether oral or written, obtained by you from the Company, its officers, employees, agents, or through the Website shall create any warranty not expressly stated in these Terms. Your access to and use of the Website and your reliance upon any Content are entirely at your own sole risk.

## **10. LIMITATION OF LIABILITY**

To the maximum extent permitted by applicable law, Goldfish Capital Ltd., together with its directors, officers, employees, agents, affiliates, successors, and assigns, shall not be liable to you or any third party for any indirect, incidental, consequential, special, punitive, or exemplary damages of any kind; any loss of profits, revenue, income, business, contracts, goodwill, reputation, or anticipated savings; any loss, destruction, or corruption of data or information; or any other pecuniary or non-pecuniary loss, howsoever arising, whether in contract, tort (including negligence), strict liability, breach of statutory duty, or otherwise, arising out of or in connection with your access to, use of, or inability to access or use the Website or any Content, even if the Company has been advised of, knew of, or should have known of the possibility of such damages.

To the extent that any liability cannot be excluded under applicable mandatory law, the total aggregate liability of Goldfish Capital Ltd. for all claims arising out of or in connection with the Website, the Content, or

these Terms shall in no event exceed the greater of (a) the amount, if any, actually paid by you directly to the Company in connection with your use of the Website during the twelve (12) months immediately preceding the event giving rise to the claim, or (b) one hundred euros (€100).

Any claim or cause of action arising out of or relating to the Website or these Terms must be commenced within one (1) year after the cause of action accrues; otherwise, such claim or cause of action shall be permanently barred.

Nothing in these Terms shall exclude or limit any liability that cannot be excluded or limited under applicable law, including without limitation liability for death or personal injury caused by negligence, for fraud or fraudulent misrepresentation, or any other liability to the extent that such exclusion or limitation is prohibited by law.

## **11. INDEMNIFICATION**

You agree to indemnify, defend, and hold harmless Goldfish Capital Ltd. and its directors, officers, employees, agents, affiliates, successors, and assigns from and against any and all claims, demands, actions, proceedings, liabilities, damages, losses, judgments, settlements, penalties, fines, costs, and expenses (including reasonable attorneys' fees and legal costs) arising out of or in connection with your access to or use of the Website; any breach or alleged breach by you of these Terms or any representation, warranty, or obligation contained herein; your violation or alleged violation of any applicable law, regulation, or third-party right, including any intellectual property, privacy, or proprietary right; or any content, data, or information you submit, post, or transmit through or to the Website.

The Company reserves the right, at its own expense, to assume the exclusive defence and control of any matter otherwise subject to indemnification by you, and in such event you agree to cooperate fully with

the Company in asserting any available defences and to refrain from settling any such matter without the prior written consent of the Company.

## **12. SERVICE AVAILABILITY, MODIFICATION, AND TERMINATION**

The Company endeavours to maintain the availability and functionality of the Website but does not warrant or guarantee that the Website will be available continuously or without interruption, delay, or technical error.

Goldfish Capital Ltd. reserves the right, at any time and in its sole discretion, without prior notice or liability, to modify, update, suspend, or discontinue, temporarily or permanently, any part or all of the Website or any Content; to change or impose limits on certain features, functionalities, or services; and to restrict, suspend, or terminate your access to the Website for any reason, including without limitation for breach of these Terms, for legal or regulatory compliance, or for any other reason we deem appropriate.

Neither the Company nor any of its directors, officers, employees, or agents shall be liable to you or any third party for any modification, suspension, discontinuation, or termination of the Website or any part thereof.

## **13. COMPLIANCE WITH APPLICABLE LAWS**

You are solely responsible for ensuring that your access to and use of the Website complies with all applicable laws, regulations, directives, and codes of conduct in your jurisdiction of residence and in any jurisdiction from which you access the Website.

The Website is not intended for distribution to, or use by, any person or entity in any jurisdiction or country where such distribution or use would contravene applicable law or regulation or would subject the Company to any registration, licensing, or other regulatory requirement. Access to the Website from jurisdictions where its content or use is unlawful is strictly

prohibited. If you choose to access the Website from any such jurisdiction, you do so entirely on your own initiative and at your own risk, and you bear sole responsibility for compliance with all applicable local laws.

#### **14. GOVERNING LAW AND DISPUTE RESOLUTION**

These Terms, including any non-contractual obligations arising out of or in connection herewith, shall be governed by and construed in accordance with the substantive laws of Malta, without regard to its conflict of laws principles.

Any dispute, controversy, or claim arising out of or relating to these Terms, including the existence, validity, interpretation, performance, breach, or termination thereof, or any dispute regarding non-contractual obligations arising out of or relating to these Terms, shall be subject to the exclusive jurisdiction of the courts of Malta. You hereby irrevocably submit to the personal jurisdiction of such courts and waive any objection based on venue, forum non conveniens, or any similar doctrine.

Notwithstanding the foregoing, the Company reserves the right to seek injunctive or other equitable relief in any court of competent jurisdiction to protect its intellectual property rights or confidential information.

#### **15. FORCE MAJEURE**

The Company shall not be liable for any delay or failure in performance resulting from causes beyond its reasonable control, including without limitation acts of God, natural disasters, war, terrorism, riots, civil unrest, embargoes, acts of governmental or regulatory authorities, fire, flood, pandemic, epidemic, strikes, labour disputes, power failures, telecommunications failures, internet service interruptions, or cyberattacks.

## **16. ASSIGNMENT**

You may not assign, transfer, delegate, or sublicense any of your rights or obligations under these Terms without the prior written consent of the Company. Any purported assignment or transfer in violation of this provision shall be null and void.

The Company may freely assign, transfer, or delegate its rights and obligations under these Terms, in whole or in part, without notice to you and without your consent, including in connection with a merger, acquisition, corporate reorganisation, or sale of all or substantially all of its assets.

## **17. WAIVER**

No failure or delay by the Company in exercising any right, power, or remedy under these Terms shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or remedy preclude any other or further exercise thereof or the exercise of any other right, power, or remedy. Any waiver must be in writing and signed by an authorised representative of the Company to be effective.

## **18. SEVERABILITY**

If any provision of these Terms is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be modified to the minimum extent necessary to render it valid, legal, and enforceable while preserving to the maximum extent possible its original intent and economic effect. If such modification is not possible, the offending provision shall be severed from these Terms, and the remaining provisions shall continue in full force and effect.

## **19. ENTIRE AGREEMENT**

These Terms, together with the Privacy Policy, Corporate Disclaimer, and any other policies or notices published on the Website and expressly incorporated herein by reference, constitute the entire agreement between you and Goldfish Capital Ltd. with respect to your access to and use of the Website. These Terms supersede all prior and contemporaneous understandings, agreements, representations, warranties, and communications, whether written or oral, between you and the Company regarding the subject matter hereof.

## **20. LANGUAGE AND INTERPRETATION**

These Terms have been prepared in the English language. In the event of any conflict or inconsistency between the English version and any translation, the English version shall prevail.

In these Terms, unless the context otherwise requires, headings and section titles are for convenience only and shall not affect the interpretation hereof; the singular includes the plural and vice versa; reference to any statute, regulation, or law includes all amendments, re-enactments, and successor legislation thereto; and the words "include", "including", and similar expressions shall be construed without limitation.

## **21. SURVIVAL**

All provisions of these Terms that by their nature should survive termination shall survive, including without limitation provisions relating to intellectual property, disclaimers of warranties, limitation of liability, indemnification, governing law and jurisdiction, and any other provisions that are intended to survive.

## **22. CONTACT INFORMATION**

For any questions, comments, or concerns regarding these Terms or the Website, please contact us at:

Goldfish Capital Ltd. Skyway Offices, Office 4, Blk C 179 Triq Marina, Pietà,  
PTA 9042 Malta

Email: [info@goldfishcapital.mt](mailto:info@goldfishcapital.mt)