

# Disclaimer

## General

The content, presentations and discussion topics covered in this website are prepared by Monochrome Asset Management Pty Ltd ABN 80 647 701 246 (Monochrome). No representation, warranty or undertaking is given or made in relation to the accuracy or completeness of the information presented. Except for any liability which cannot be excluded, Monochrome, its directors, officers, employees and agents disclaim all liability for any error or inaccuracy in this material or any loss or damage suffered by any person as a consequence of relying upon it. Monochrome advises that the views expressed in this material are not necessarily those of Monochrome or of any organisation Monochrome is associated with. Monochrome does not purport to provide legal or other expert advice in this material and if any such advice is required, you should obtain the services of a suitably qualified professional.

## Products

Monochrome is a Corporate Authorised Representative (CAR No. 1286428) of Vasco Trustees Ltd ABN 71 138 715 009 | AFSL 344486 (Vasco Trustees). Monochrome will be the Investment Manager for the Monochrome Bitcoin ETF (IBTC) and Monochrome Ethereum ETF (IETH). Vasco Trustees will be the Responsible Entity (upon IBTC and IETH being registered by ASIC) and the issuer of interests in IBTC and IETH. Interests in IBTC and IETH will be made available once IBTC and IETH are registered with ASIC and their PDS and TMD have issued. Their PDS and TMD will be made available at <https://monochrome.co/> prior to the commencement of trading and should be considered prior to investing. Their PDS and TMD are expected to be available towards the end of 2022, subject to regulatory approvals. This information is general in nature and does not take into account any person's individual objectives, financial situation or needs. In deciding whether to acquire an interest in IBTC or IETH and before investing, investors should read their PDS and TMD and, with the assistance of a financial adviser, consider if the investments are appropriate for their circumstances.

## Indexes

CF Benchmarks Ltd Index Data is used under license. CF Benchmarks Ltd, its licensors and agents have no other connection to products and services on this website and do not sponsor, endorse, recommend or promote these products or services. CF Benchmarks Ltd its licensors and agents have no obligation or liability in connection with such products and services. CF Benchmarks Ltd, its licensors and agents do not guarantee the accuracy and/or the completeness of any index licensed and shall not have any liability for any errors, omissions, or interruptions therein.

## Use of website

Your use of any information or materials on this website is entirely at your own risk, for which we shall not be liable. Services and content are provided to you "as is". Monochrome expressly disclaims all warranties of any kind, either implied or express, including but not limited to warranties of merchantability, fitness for a particular purpose, and non-infringement. It shall be your own responsibility to ensure that any information available through this website meets your specific requirements.

Monochrome makes no warranty, either implied or express, that any part of the use of the website, goods, or services will be uninterrupted, error-free, virus-free, timely, secure, accurate, reliable, or of any quality, nor is it warranted either implicitly or expressly that any content is safe in any manner for download. You understand and agree that Monochrome does not provide general or personal advice of any kind and that any information obtained via this website may be used solely at your own risk, and that Monochrome will not be held liable in any way.

### **Limitation of liability**

You expressly understand and agree that Monochrome will not be liable for any direct, indirect, special, incidental, consequential or exemplary damages suffered by you, including, but not limited to, damages for loss of profits, goodwill, use, data, or other intangible assets (even where Monochrome has been advised of the possibility of such damages), resulting from:

- a) the use of services or the inability to use services
- b) the cost of obtaining substitute goods and/or services resulting from any transaction entered into on/through services
- c) unauthorised access to or alteration of your data transmissions
- d) statements by any third party or conduct of any third party using services, or
- e) any other matter relating to services.

This applies except for damages resulting from our gross negligence or wilful misconduct. Notwithstanding, nothing in this disclaimer shall constitute a waiver or limitation of your rights under any Australian laws.

### **Third party sites**

From time to time, this website may include links to other websites. These links are provided for your convenience to provide further information. They do not signify that we endorse the linked websites. We have no responsibility for the content of the linked websites. Monochrome is not responsible for the products and services offered by or on third-party websites. Monochrome makes no warranty, either implied or express, that any part of the use of third-party websites will be uninterrupted, error-free, virus-free, timely, secure, accurate, reliable, or of any quality, nor is it warranted either implicitly or expressly that any content is safe in any manner for download.

### **Reservation of rights**

Monochrome reserves all of its rights, including but not limited to any and all copyrights, trademarks, patents, trade secrets, and any other proprietary right that Monochrome may have in respect to this website, its content, and goods and services that may be provided in association with it. The use of any of Monochrome rights and property herein requires Monochrome's prior written consent. By making this website, and goods and services available to you, Monochrome is not providing you with any implied or express licenses or rights, and you will have no rights to make any commercial use of the website, goods or services without Monochrome's prior written consent. Unauthorised use of this website may give rise to a claim for damages and/or be a criminal offence.

## Copyright protection

This website contains materials which are owned by or licensed to us. This material includes, but is not limited to, the design, layout, icons, look, appearance, and graphics. Reproduction is strictly prohibited. Both this website and the reports are protected by copyright and except where such use constitutes fair dealing under intellectual property law, you must not use, copy, reproduce, publish, store, alter or transmit any part of the contents of this website. Nothing contained on this website or reports should be construed as granting, by implication, estoppel or otherwise, any license or right to use any of our trade names, trademarks, or service marks without our express prior written consent. All rights not expressly granted to you are reserved by Monochrome. It is our policy to block access to or remove material that we believe in good faith to be copyrighted material, and to remove and discontinue service to repeat offenders.

## User obligations

You must not violate or attempt to violate the security of this website. You must not hack into this website, Monochrome's computer systems or the computer systems of other users of this website. You must not use this website, intentionally or unintentionally, to violate any applicable local, state, national or international law. If you breach these terms, Monochrome may (at its discretion, and without limiting the remedies available to Monochrome in any way) terminate its agreement with you or prevent you from accessing the website on a temporary or permanent basis.

You agree to fully compensate Monochrome and its officers, employees, and agents from and against reasonable liability, loss, damage, costs, and expenses (including, without limitation, reasonable legal expenses on a reasonable basis) and penalties incurred or suffered by any of them arising out of:

- a) your material breach of these terms
- b) any misuse or use of Monochrome content in breach of these terms, and
- c) any act of fraud or wilful misconduct by or on behalf of you.

The obligations to compensate for losses incurred by Monochrome and its officers, employees and agents in these terms are continuing obligations of the parties which are separate and independent from their other obligations and survive termination of these terms and are absolute, unconditional, and unaffected by anything that might have the effect of prejudicing, releasing, discharging or affecting in any other way the liability of the party that is obliged to provide the compensation.