

Terms of use

Users of Marathon Investment Fund's website (hereafter "the Fund") ought to read carefully the terms of use before any further use and in case of disagreement with any of its terms, he must refrain from the website's use. Otherwise, it is presumed that he accepts unconditionally, fully and unreservedly these terms that refer to the website's content, in its totality.

The present terms of use can be modified at any time without any prior warning. You agree to read the present terms regularly. If you continue to use the website, it is presumed that you accept the respective revisions.

Exclusion of a proposal to provide services

The content of this website cannot be used, or considered, directly or indirectly, as an invitation, inducement or proposal for the provision of services by the Fund, nor as investment advice. Provision of services by the Fund occurs only on the basis of the existing legal and regulatory framework and solely following the signature of a Service Contract, according to the terms contained within the Contract.

No provision of guarantees

Information contained in this website is published in good faith, but without any declaration or guarantee made on behalf of the Fund, or any other individual, concerning its accuracy or correctness. Thus, users should not base their investment decisions on it. The Fund bears no responsibility for any damages-losses that result from the use of the provided information. The users recognize and accept that they have to consult tax, financial and legal consultants of their choice for their investment choices and decisions.

The Fund does not assume any responsibility and offers no guarantees as to the unimpeded, continuous or flawless operation of this website, the immediate repair of any possible flaws, the non-attack of this website or the server by viruses or other elements that might cause failures. The Fund is not responsible for any damage that might occur in the technical equipment or the user's software because of the use of this website, such as computer infection by viruses.

The Fund is not responsible in the case of third party interference of its website.

Non-guaranteed return on investments

The Fund draws your attention to the following:

- Previous returns do not guarantee future ones.
- Fluctuations can be particularly significant, especially in portfolios that follow models with significant variability.
- The value of investments can be abruptly and significantly reduced.

Visitors'/Users' Responsibility

You accept and agree that you assume the responsibility to maintain any passwords strictly granted to you and/or your representatives, for personal use only, secure and secret. Passwords are not allowed to be communicated to third parties; in the case that a specific password is leaked, you are obliged to change it immediately, utilizing the website's respective application.

The users of this website visit the webpage on their own initiative and are responsible for their compliance with the relevant legislation and regulations. The visitors/users of the webpage, especially ought to comply with the legislation governing telecommunications and refrain from any illegal, abusive or undue behavior or practice.

The visitor/user is responsible for any damage incurred by the Fund, due to the illegal, or undue use of the webpage, or generally any violation of the current terms and legislation. In case the Fund is implicated in

any legal dispute or is called upon to grant any sort of compensation or fine due to the violation of the obligations of the visitor/user, the latter is obliged to compensate the Fund.

Hyperlinks

Visitors/users of the webpage are responsible for the use of any hyperlinks within this website, which are only referred to for the purpose of information and convenience, without the Fund's provision of any approval of the third party's websites of third parties or their content. We recommend that you read carefully the terms of use or the privacy policy of the websites to which a hyperlink exists.

Electronic Mail

The Internet is not a secure means of communication. Data sent through electronic mail might have been altered, lost or received with delay. We advise you to not send any private personal information through non-secured means of correspondence, including public electronic venues of communication, such as, for example, internet-mail, which in general terms is not secure. Use the secure server provided in this website.

Regulatory framework

You can have access to the legal and regulatory framework that governing Specialized Investment Funds and Alternative Investment funds at the webpage of the Commission de Surveillance du Secteur Financier (www.cssf.lu).

Intellectual and Industrial Property

The entirety of the content of our website, including, indicatively, without limitation trade names, trademarks, signs, texts, news, graphics, photos, diagrams, illustrations and in general any type of file is the property of the Fund and/or third parties and is protected by the relevant provisions of the legislation in force. Any copying, transfer or creative production based on the content of this webpage or misleading of the public with regards to the real owner of the relevant rights is strictly prohibited, the reproduction, republication, storage, transmission, distribution, upload, translation or any other use of the content with whatever ways or means, even in part or in summary, is allowed only after the receipt of the Fund's written consent and/or any other owner of the relevant rights.

Personal Data

By accepting these terms, you are providing your express consent for the possible processing (such as the registration and storage of your personal data and information in an archive by the Fund) that is declared to the Fund by you via the Internet.

For more information, we refer you to the [Private Policy](#).

Applicable law and Jurisdiction

These terms are governed by Luxembourg Law. Whatever difference occurs in relation to the context and/or use of this webpage will be resolved extra-judicially. Otherwise, the Courts of Luxembourg shall be exclusively competent for the resolution of any dispute.

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For any clarification regarding these terms or any other information, you can reach the Fund at +352 20202231 or at its email address, info@marathonvalues.eu.