

## Important Legal Information

### General Information

ALPCAPS (referred to as “the Company”) offers a range of services related to trading, investment management, and financial advisory services, available through our platforms and customer interactions. By accessing and using the services provided by ALPCAPS, you agree to abide by the terms set out herein. These terms and conditions (referred to as “Terms and Conditions”) govern the use of our website and services, as well as any transactions you enter into with the Company.

Any special terms or agreements related to specific services or products shall complement these Terms and Conditions. In the case of any conflict, the specific agreement governing a product or service shall take precedence

By continuing to use our website or services, you acknowledge that you have read, understood, and agreed to be bound by these Terms and Conditions. The Company reserves the right to amend or modify these Terms and Conditions at any time without prior notice. If you do not agree to the updated terms, you must cease using our website and services immediately.

### Local Restrictions – Provision of Cross-Border Services

The services provided by ALPCAPS are not intended for individuals or entities in jurisdictions where such services may be restricted or prohibited by law. In particular, these services are not intended for residents of jurisdictions such as the United States, where legal provisions may prevent foreign financial service providers from offering services to local residents

By accessing our services, you confirm that you are doing so voluntarily and without solicitation from ALPCAPS, and that you understand the legal restrictions that may apply based on your nationality or place of residence.

### Website Ownership and Intellectual Property

The ALPCAPS website, including its content, layout, and design, is the exclusive property of ALPCAPS. All intellectual property rights associated with the website, including copyright, trademarks, and other proprietary rights, are retained by ALPCAPS and its content providers.

Reproduction, distribution, or other use of the website's content for commercial purposes is prohibited without prior written consent from ALPCAPS. You are granted a limited, non-exclusive license to access and use the website for personal, non-commercial purposes, provided that all copyright and proprietary notices remain intact

## **Confidentiality and Privacy**

ALPCAPS is committed to maintaining the confidentiality of your personal and financial information. While we implement strict security measures to protect your data, it is important to note that any information exchanged via open, public networks, including the internet, may not be fully secure and may be subject to interception by third parties.

You are responsible for maintaining the confidentiality of your login credentials, passwords, and any other means of identification. ALPCAPS is not liable for any loss or damages resulting from unauthorized access to your account caused by failure to maintain the security of your credentials

By using our services, you consent to the collection and analysis of your activities on the website for security, compliance, and statistical purposes. This may involve third-party services, including those outside Switzerland, where applicable.

## **No Offer or Advice**

The information provided through the ALPCAPS website, including financial data, market analyses, and investment tools, is for informational purposes only. This information does not constitute an offer, advice, or recommendation to buy or sell any securities or to engage in any financial transactions

Investment decisions should be based on your independent evaluation of your financial goals, risk tolerance, and personal circumstances. We strongly advise seeking professional advice before making any investment decisions. ALPCAPS is not responsible for any loss or damage resulting from reliance on the information provided on our website.

## **Limitation of Liability**

ALPCAPS, its directors, employees, agents, and third-party information providers shall not be liable for any direct or indirect loss or damages arising from the use of the website or its services, including but not limited to errors, system failures, or interruptions in service.

This includes any issues arising from technical problems, viruses, unauthorized access, or other disruptions that may affect the functionality of the website or the accuracy of the information provided.

## **Third-Party Links**

The ALPCAPS website may contain links to third-party websites. These links are provided solely for your convenience and do not imply endorsement by ALPCAPS. We do not review or control the content of third-party websites and are not responsible for any products, services, or content offered on these external sites

You may not create links to our website from external sites without obtaining prior written permission from ALPCAPS.

## **Use of Chatbot**

The ALPCAPS chatbot uses artificial intelligence to provide responses based on available data. However, we cannot guarantee the accuracy, completeness, or relevance of the chatbot's answers. By using the chatbot, you agree that its responses are for informational purposes only and should not be construed as advice

The chatbot may retain records of interactions for analysis purposes, and data shared with the chatbot may be transmitted outside of Switzerland, including to jurisdictions with differing data protection standards.

## **Governing Law and Jurisdiction**

These Terms and Conditions, as well as any disputes arising from their use, are governed by Swiss law. The exclusive jurisdiction for any legal proceedings related to these Terms and Conditions is Gland, Switzerland. However, ALPCAPS reserves the right to initiate proceedings in your country of residence or other competent jurisdictions if necessary

## **Final Provisions**

In the event that any provision of these Terms and Conditions is deemed invalid or unenforceable, the remaining provisions shall continue in full force and effect. These Terms and Conditions constitute the entire agreement between you and ALPCAPS regarding your use of the website and services.