Legal and Regulatory Notices for M24 Sunshine S.à r.l.

Legal Notice

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These terms of use refer to the following additional terms, which also apply to your use of this Site:

- Privacy notice
- Cookie Policy

Updates

M24 Sunshine S.à r.l. reserves the right to revise this Legal Notice at any time by updating this posting. These terms were most recently updated on 28 January 2025.

M24 Sunshine S.à r.l. further reserves the right to make changes or corrections, alter, suspend or discontinue any aspect of the Site including any and all information and content available through the Site (including strategies, policies, business plans, research, concepts and other information (collectively, the "Content")) and your access to it.

You should check this Site from time to time to review the current Legal Notice because it is binding on you.

Acceptable Use

The information and opinions contained on the Site are provided by M24 Sunshine S.à r.l. for personal use and informational purposes only. You must not use the Site for any unlawful or fraudulent purposes. You must not misuse the Site by introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. In particular, you must not interfere with, damage, disrupt or attempt to gain unauthorised access to the Site, in whole or in part, any equipment, server, database or network on which the Site is stored or any software used in connection with the provision of the Site. You must not attack the Site in any way, including via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Luxembourg Criminal Code (Code penal) and all applicable laws of Luxembourg. We may report any such breach to the relevant law enforcement authorities, and we will co-operate with those authorities by disclosing your identity to them (where necessary). In the event of such a breach, your right to use our Site will cease immediately.

While M24 Sunshine S.à r.l. takes reasonable care to minimise the risk of viruses and technologically harmful material existing on our Site, use of this Site is made at your own risk. Accordingly, M24 Sunshine S.à r.l. will not be liable for any loss or damage caused by viruses, a distributed denial-of-service attack or any other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of the Site or to your downloading of any material posted on the Site, or on any website linked to it. You are responsible for configuring your information technology, computer programmes and platform to access our site. You should use your own virus protection software.

You shall not conduct, facilitate, authorise or permit any text or data mining or web scraping in relation to our site or any services provided via, or in relation to, this Site. This includes using (or permitting, authorising or attempting the use of):

- Any "robot", "bot", "spider", "scraper" or other automated device, program, tool, algorithm, code, process or methodology to access, obtain, copy, monitor or republish any portion of the Site or any data, content, information or services accessed via the same.
- Any automated analytical technique aimed at analysing text and data in digital form to generate information which includes but is not limited to patterns, trends and correlations.

The provisions in this section should be treated as an express reservation of our rights in this regard, including for the purposes of Article 4(3) of Digital Copyright Directive ((EU) 2019/790).

This clause shall not apply insofar as (but only to the extent that) we are unable to exclude or limit text or data mining or web scraping activity by contract under the laws which are applicable to us.

Without prejudice to its other rights or remedies, M24 Sunshine S.à r.l. reserves the right disclose such information to law enforcement agencies as M24 Sunshine S.à r.l. reasonably believes is necessary.

Accuracy of Information

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Certain information contained on the Site constitutes "forward-looking statements" that can be identified by the use of forward-looking terminology such as "may," "will," "should," "expect," "anticipate," "target," "project," "estimate," "intend," "continue" or "believe" or the negatives thereof or other variations thereon or comparable terminology. Due to various risks and uncertainties, actual events or results or the actual performance of any M24 Sunshine S.à r.l. investment may differ materially from those reflected or contemplated in such forward-looking statements. No person or entity should rely on these forward-looking statements when making any investment decision. There is no obligation for M24 Sunshine S.à r.l. to update or alter any forward-looking statements, whether as a result of new information, future events or otherwise. All forward-looking statements contained herein are qualified in their entirety by the foregoing cautionary statements.

There can be no guarantee that M24 Sunshine S.à r.l. will successfully implement and make investments in companies that create positive ESG impact while enhancing long-term shareholder value and achieving financial returns. To the extent M24 Sunshine S.à r.l. engages with companies on ESG-related practices and potential enhancements thereto, such engagements may not achieve the defined financial and social results, or the market or society may not view any such changes as desirable. Considering ESG qualities when evaluating an investment may result in the selection or exclusion of certain investments based on M24 Sunshine S.à r.l.'s view of certain ESG-related and other factors and carries the risk that M24 Sunshine S.à r.l. managed pooled investment vehicles may underperform funds that do not take ESG-related factors into account because the market may ultimately have a different view of a particular company's performance than anticipated by M24 Sunshine S.à r.l.

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As part of our compliance with applicable laws and regulations, we reserve the right to record, monitor and store all electronic communication, including certain telephone and video conversations, with M24 Sunshine S.à r.l.. Please note that telephone or video recordings may be made without the use of a spoken warning, tone or similar notification.

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Whenever you make use of a feature that allows you to upload content to the Site, or to make contact with other users of our Site you must comply with the content standards set out in this Legal and Regulatory Notice and the Acceptable Use section above.

You warrant that any such contribution does comply with those standards, and that you will be liable to us and indemnify us for any breach of that warranty. This means you will be responsible for any loss or damage we suffer as a result of your breach of warranty.

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We have the right to remove any posting you make on our site if, in our opinion, your post does not comply with the content standards set out in this Legal and Regulatory Notice.

You are solely responsible for securing and backing up your content.

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THE FOREGOING DOES NOT AFFECT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Indemnity

You agree that you will be solely responsible for, and that you will defend, indemnify and hold M24 Sunshine S.à r.l., its parents, subsidiaries and other affiliates and each of their respective officers, directors, agents, employees and representatives harmless from and against any and all claims, demands, liabilities, costs or expenses, including reasonable attorneys' fees, resulting from your violation of this Legal Notice or otherwise resulting from your use of the Site. M24 Sunshine S.à r.l. reserves the right, at its own expense, to assume the exclusive defense and control of any matter for which it is entitled to indemnification, but you must still indemnify M24 Sunshine S.à r.l. for all liabilities, losses or damages. You agree to provide M24 Sunshine S.à r.l. with whatever cooperation it reasonably requests.

Limitation on Time to File Claims

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THIS LEGAL NOTICE OR THE SITE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED, UNLESS OTHERWISE REQUIRED BY LAW.

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