



Terms & Conditions



Asteria Obviam Website Terms & Conditions

By selecting the profile Institutional or Intermediary, I acknowledge that this Site is aimed exclusively at qualified investors pursuant to Swiss law and I hereby confirm that I am a qualified investor pursuant to Art. 10 para 3 lit. a-d of the Swiss Federal Act on Collective Investment Schemes (CISA).

1. Preamble

Asteria Obviam SA (« **ASTERIA OBVIAM** ») offers on its website (hereinafter "**the Website**") information as well as various financial services. The accessing and use of the Website are governed by the Legal Information (hereinafter "**the Terms and Conditions**") set out herein. These Terms and Conditions shall be supplemented by any and all special agreements applying in connection with a service or product offered by ASTERIA OBVIAM where you or your representative (hereinafter "**You**") act in a capacity as contracting party. Nevertheless, in the event of any conflict, the provisions contained in any such special agreement shall prevail.

By accessing and using the Website, You acknowledge that You have read, understood and agreed to be bound by the Terms and Conditions. Furthermore, You accept that ASTERIA OBVIAM may, at any time and without any prior notice requirement, alter the Terms and Conditions. If You do not agree to the Terms and Conditions, do not access or use the Website in any way whatsoever.

2. Access to the Site

Persons who, by reason of their nationality or domicile or for any other reason, are subject to foreign regulations prohibiting access to investment instruments via the Internet or any other electronic distribution channel, or prohibiting or restricting the use of any information or functions provided on the Website are not permitted to either access or use the Website. In particular, the Website is not intended for residents of the United States. If You come under such a jurisdiction, you are not authorised to continue and must leave the Website immediately

If you do not come under such a jurisdiction, you can access the Website after having read and accepted the following Terms and Conditions.

e Website is the exclusive property of ASTERIA OBVIAM. ASTERIA OBVIAM's proprietary rights shall not be altered in any way by any reproduction or use of the

3. Intellectual property

Unless indicated otherwise, ASTERIA OBVIAM is the owner, or holder of the rights, of all the components that make up this Website, notably the data, charts and drawings. Any total or partial reproduction, representation, distribution or redistribution of the content of this Site through whatever process without the prior express authorisation of Asteria Obviam is prohibited.

4. Proper Use of the Website

You undertake to use the Website in a proper and reasonable manner, and not to misuse the Website in any way or use it in such a way as might occasion, for example, the overloading of the Website, any delay in the transmission of information, any interruption of service, blockage of access to the website or any other effect detrimental to ASTERIA OBVIAM or to the users of its website.

5. No offer no advice

All the information provided, in particular the opinions and analyses published on the Website, is provided for information purposes only and SHOULD IN NO EVENT BE CONSTRUED AS AN OFFER, A PIECE OF ADVICE OR A RECOMMENDATION to buy or sell a particular security or to engage in any transaction whatsoever; nor should the information provided be construed as advice of any other type, for example of a fiscal or legal nature.

All of the investment decisions You take shall be based exclusively on your own assessment of your financial situation and your investment goals, as well as on your own personal interpretation of the information available, in particular the opinions and analyses published on the Website. You are solely responsible for such decisions.

Investments in securities or any transaction whatsoever featuring on the Website are subject to certain risks. The price of securities may go down as well as up. Fluctuations in foreign exchange rates can also alter the value of securities. The future performance of a security cannot be guaranteed by past performance. It is therefore possible that you do not get back the amount you invest. WE STRONGLY RECOMMEND THAT YOU SEEK PROFESSIONAL ADVICE BEFORE TAKING INVESTMENT DECISIONS.

6. Disclaimer of Warranty

The information and opinions disseminated on the Website are provided by ASTERIA OBVIAM based on public information, data developed internally as well as other reputedly reliable sources. Although ASTERIA OBVIAM has endeavoured to ensure that this information is as accurate and comprehensive as possible at the time of its publication, no express or tacit guarantee is given in this respect. The content of the Site is likely to be modified at any time and without notice. Only the latest versions of the prospectuses, key investor information documents (KIID) as well as the annual and semi-annual reports of investment funds can be considered as an official fund publication on the basis of which investment decisions are taken.

ASTERIA OBVIAM pays particular attention to the preparation and update status of the data provided. Nevertheless, it does not warrant or guarantee, either expressly or implicitly, the quality, pertinence, accuracy, completeness, update status, availability or legality of the information published on the Website. Furthermore, information may be changed at any time without any prior notice being required.

7. Performances and risks

Past performance is no guarantee or indicator of future results. The value of investments may go up as well as down. Like any investment, an investment with ASTERIA OBVIAM has risks, notably the risk of losing the amount invested. The risk factors of the financial instruments presented on this Website are described in the fund prospectuses.

8. Exclusion of Liability

Neither ASTERIA OBVIAM, its directors, officers, employees, agents or shareholders, nor third party information providers, their directors, officers, employees, agents or shareholders will assume ANY LIABILITY FOR ANY LOSS OR DAMAGES WHATSOEVER, be they direct or indirect, incurred as a result of accessing the Website or using the information and services available on the Website, or as a result of the inability to access or use any information or services available on the Website.

9. Local legal restrictions and specific information

The Website is not intended nor directed towards persons residing in a country in which the distribution of the financial products presented therein would contravene local laws and/or regulations. Such persons must not access this

Website. It is your responsibility to ensure that You are authorised to access the Website and that the products presented herein don't contravene local laws and/or regulations. This Website contains information relating to a large number of financial instruments registered and managed in different jurisdictions. Therefore, You will have to indicate your place of domicile before being able to access the information relating to the said products. Please take note of the fact that private investors' access to the said information shall be limited to the financial instruments authorised for sale to the public in their country of domicile.

- **United States of America**

None of the financial products mentioned on this Site are or shall be registered according to the "United States Securities Act" of 1933, as amended. Similarly, the investment funds mentioned on this Site are not registered according to the "United States Investment Company Act" of 1940, as amended, and are not destined to be registered. Consequently, the above-mentioned investment funds must under no circumstances be offered or distributed: (i) on the territory of the United States of America, in one of the States or in another political sub-division of the United States, or (ii) to, for the benefit or in favour of US nationals (as defined in Regulation S of the "United States Securities Act" of 1933).

- **Switzerland**

The fund Contract, the Prospectus, the Key Investor Information Document(s) as well as the latest annual and semi-annual reports of ASTERIA Funds, a Swiss collective investment scheme organized as a contractual fund under Swiss law, can be obtained free of charge and upon request from the fund's management company, Obviam SA, Rue du Rhône 62, 1204 Geneva, and from the distributors of the fund.

When ASTERIA OBVIAM acts in capacity of fund's manager in Switzerland, The Prospectus, the Key Investor Information Document(s) as well as the latest annual and semi-annual reports can be obtained free of charge and upon written request from ASTERIA Obviam SA, Rue du Rhône 62, 1204 Geneva.

10. Taxation

Tax treatment depends on the personal situation of each investor and can be subject to changes. Before taking any investment decision, investors are recommended to resort to the specific advice of a tax professional.

11. Links to other websites

The activation of certain links on the Website may cause you to leave the ASTERIA OBVIAM Website. ASTERIA OBVIAM does not review any of these linked websites and does not warrant or guarantee, either expressly or implicitly, the quality, pertinence, accuracy, completeness, update status, availability or legality of the content of these sites, nor shall it be in any way responsible for the products, services, information and other content offered via these linked sites. The same applies to websites offering links to ASTERIA OBVIAM's Website.

Furthermore, prior written approval must always be obtained before a link from an external site to ASTERIA OBVIAM's website can be created.

12. Cookie Policy

Users are informed that during their visits to the Website, a cookie is automatically installed and stored temporarily in the memory of or on their hard disk. A cookie are text files placed on your computer to help the website analyse how visitors use the Website as well as its navigation, browsing behaviour that can be used by websites to make a user's experience more efficient. They cannot be used to identify the user. We also share information about your use of our site with our social media, advertising and analytics partners who may combine it with other information that you've provided to them or that they've collected from your use of their services. Users of the Website acknowledge that they have been informed of this practice and authorise Asteria to use it.

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13. Privacy Notice

Your information is drawn to the fact that the personal data exchanged between yourself and ASTERIA OBVIAM is used for the sole purpose of providing the services to which you have enrolled or subscribed.

To provide such services, personal data transferred may be shared with third parties beyond Switzerland's borders, including in jurisdictions whose legislation may not provide the same level of data protection as in Switzerland, and this even if both yourself and ASTERIA OBVIAM are located in Switzerland. In addition, even if the data transmitted is encrypted, it may not necessarily stay encrypted for the entire duration of the transmission, nor may it necessarily remain encrypted at your end: it is possible that data may be intercepted.

The information detailed in this Notice ([LINK](#)) apply to personal data collected by ASTERIA OBVIAM within our business framework. It details our personal data processing activities and your rights.

Users are informed that they can withdraw their consent at any time by using the by sending an email to: contact@asteriaobviam.com.

14. Place of Jurisdiction

The sole place of jurisdiction for all disputes arising out of or in connection with the Terms and Conditions stipulated herein and/or the use of the website is Geneva, Switzerland. ASTERIA OBVIAM nevertheless reserves the right to initiate proceedings against you before the competent court at your domicile or any other competent authority.

15. Partial Nullity and Choice of Law

In the event of one of the Terms and Conditions being void, cancelled or rendered otherwise invalid, the validity of the remaining Terms and Conditions shall not be affected or impaired. In all other instances, the Terms and Conditions as well as the use of the Website are exclusively governed by and construed in accordance with Swiss law.