

ROICÈ WEBSITE TERMS OF USE

Last updated: March 17th, 2026

These Terms of Use (the “**Terms**”) govern access to and use of the website located at [\[www.roicet.com\]](http://www.roicet.com) and any related microsites, landing pages, portals, forms, investor pages, transaction pages, restricted areas, subdomains, digital interfaces or online services operated by, on behalf of, or for the benefit of Roicè (together, the “**Site**”).

The Site is operated by **RCAM Ltd**, a company incorporated in Ireland with registered office at 6 Fearn Road, D18FP98, Dublin, Ireland (“**Roicè**”, “**we**”, “**us**”, “**our**”).

By accessing or using the Site, you agree to be bound by these Terms. If you do not agree, you must not use the Site.

1. Changes to These Terms

We may amend these Terms at any time by posting an updated version on the Site. The version in force at the time of your use will apply.

2. Nature of the Site

The Site is provided for general informational, relationship, screening, diligence, communications, operational and security purposes only.

Unless expressly agreed by Roicè in writing:

- nothing on the Site constitutes legal, tax, regulatory, accounting, investment, banking or other professional advice;
- nothing on the Site constitutes an offer, commitment, undertaking, guarantee, invitation, inducement, recommendation or solicitation capable of acceptance;
- no fiduciary, advisory, banking, brokerage, client, mandate, transactional or other formal relationship is created merely by visiting or using the Site, submitting an enquiry, downloading materials, or communicating through the Site;
- no transaction, participation, investment, financing, co-investment, joint venture, sale, acquisition, mandate or service engagement shall arise except under definitive written documentation signed or otherwise formally accepted by Roicè.

3. Eligibility and Lawful Use

You represent and warrant that:

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- you have full legal capacity and authority to accept these Terms;
- you will use the Site only for lawful purposes;
- you will not use the Site if such use is prohibited by any law or regulation applicable to you;
- any information you provide to Roicè through the Site is accurate, complete and not misleading;
- you will comply with all applicable laws relating to anti-money laundering, sanctions, anti-bribery, data protection, cybersecurity, export controls, market abuse, unfair competition and commercial conduct.

4. No Reliance

The content of the Site is not intended to be relied upon as the basis for any decision, including any investment, legal, tax, structuring, financing, acquisition, disposition, co-investment, joint venture or other commercial decision.

Any person considering any relationship, transaction or opportunity involving Roicè, including through Roicè Corporate Service or Transactional Services, must rely solely on the definitive transaction documents, formal communications, and their own independent professional advisers.

5. Intellectual Property

All rights, title and interest in and to the Site and all content, code, layout, structure, design, graphics, logos, brand assets, trademarks, service marks, text, imagery, audio, video, data compilations, databases, downloadable materials and software forming part of the Site are owned by or licensed to Roicè and are protected by applicable intellectual property and related laws.

Except as strictly necessary for personal, internal and lawful viewing of the Site, you may not, without Roicè's prior written consent:

- reproduce, republish, distribute, transmit, display, sell, license or exploit the Site or its content;
- scrape, crawl, harvest, mine, index, copy or extract data or content by automated means;
- use Site content to train, fine-tune or validate any artificial intelligence, machine learning or analytics model;
- reverse engineer, decompile, disassemble or attempt to derive the source code of any software or component of the Site;
- remove or alter any proprietary notices or security controls.

6. Permitted Use

You may use the Site only to:

- learn about Roicè and its activities;
- request a private introduction or contact;
- communicate with Roicè through authorised channels;
- access content intentionally made available to you by Roicè.

7. Prohibited Conduct

You must not:

- probe, scan, test or attempt to breach the security, integrity, confidentiality or availability of the Site;
- upload or transmit malware, malicious code, harmful scripts, bots, floods, denial-of-service traffic or any other hostile or disruptive material;
- impersonate any person or entity, misrepresent your affiliation, or conceal the origin or purpose of your access;
- seek unauthorised access to restricted areas, credentials, user accounts, systems, APIs, infrastructure, source materials, logs, communications or data;
- monitor, intercept, capture, exfiltrate or misuse sessions, credentials, cookies, tokens, communications, technical data or proprietary information;
- use the Site for competitive intelligence, benchmarking, surveillance, reverse engineering, commercial copying or any purpose adverse to Roicè;
- use the Site as a vehicle for pressure, disruption, intimidation, extortion, interference, leverage or manipulation in connection with any actual, prospective or contemplated relationship or transaction;
- engage in conduct that is abusive, fraudulent, deceptive, offensive, inappropriate, harassing, defamatory, unlawful or otherwise unacceptable to Roicè.

8. Security Monitoring, Analytics, Behavioural Review and Location Data

To operate, secure, improve and defend the Site and our business, Roicè may monitor, log, collect, correlate, analyse and retain technical, behavioural, device and usage information to the fullest extent permitted by applicable law.

This may include:

- IP addresses;
- approximate location derived from IP, network, browser, system or device signals;
- where lawfully permitted and appropriately consented, more precise location data;
- device identifiers, browser type, operating system, language and time zone;

- referral source, campaign parameters, page views, paths through the Site, clicks, time on page, session events and interaction patterns;
- risk signals, anomaly detection indicators, bot signals, session integrity indicators and security logs;
- form activity, response timing, repeat access patterns, and other indicators of intent, misuse, fraud or abnormal behaviour.

Roicè may use cookies, pixels, tags, session tools, device-recognition tools, logging tools, security tools, fraud-detection tools and similar technologies for security, performance, authentication, traffic analysis, behaviour analysis, attribution, abuse prevention and incident response.

Roicè may review and use such information to:

- understand how the Site is being used;
- analyse user behaviour and engagement within the Site;
- identify user location or likely location;
- prevent, investigate and respond to abuse, intrusion, scraping, fraud, cyber threats, interference or misuse;
- protect Roicè, its clients, counterparties, prospective counterparties, personnel, systems, transactions and legal rights.

For data-protection, cookie and tracking requirements, the Site must also be read together with Roicè's Privacy Notice and Cookie Notice. In the UK and EU, websites can amount to financial promotions and tracking technologies may trigger separate transparency and consent obligations; in the U.S., offering and advertising rules depend on the securities exemption being relied upon. ([FCA](#))

9. Roicè's Right to Restrict, Suspend or Block Access

Roicè may, at any time, with or without notice where appropriate, restrict, suspend, terminate or block your access to all or any part of the Site if Roicè considers, in its sole but reasonable discretion, that:

- you have breached these Terms;
- your use presents a security, legal, regulatory, reputational or operational risk;
- your conduct is inappropriate, abusive, deceptive, hostile, unlawful or otherwise unacceptable;
- your use is inconsistent with the intended purpose of the Site;
- technical, behavioural or security indicators suggest attempted abuse, scraping, intrusion, fraud, automation, credential misuse, hostile reconnaissance or other improper activity.

Roicè may also invalidate sessions, revoke permissions, block IPs or devices, geoblock access, refuse submissions, preserve evidence and take any other protective or remedial steps it considers appropriate.

10. Materials Submitted Through the Site

Where you submit documents, messages, proposals, diligence materials, personal data, business data or other materials through the Site, you represent and warrant that:

- you are lawfully entitled to provide such materials;
- the materials do not infringe the rights of any person;
- the materials are not misleading, unlawful or malicious.

Roicè may use, review, process, store, internally copy and analyse such materials for communications, diligence, relationship management, transaction screening, risk review, security, legal defence and compliance.

Unless expressly agreed in writing, no submission through the Site creates any confidentiality obligation beyond what is otherwise imposed by law or by an express written agreement.

11. No Offer; No Solicitation; No Financial Promotion; No Public Marketing

11.1 General Website Position

The Site and its contents are not directed at the general public for investment, fundraising or securities distribution purposes and are not intended to constitute:

- an “offer to the public”;
- a “financial promotion” capable of acceptance by the public;
- an “invitation or inducement” to engage in investment activity;
- a “general solicitation” or “general advertising” for securities law purposes;
- a recommendation that any person should subscribe for, acquire, dispose of, participate in or underwrite any security, fund interest, financing, co-investment, note, bond, participation or similar instrument.

Under **section 21 FSMA**, in the UK a person must not, in the course of business, communicate an invitation or inducement to engage in investment activity unless authorised or the content is approved or exempt; the FCA also states that websites and social media may amount to financial promotions. In the U.S., the SEC states that **Rule 506(b)** private placements prohibit general solicitation, while **Rule 506(c)** permits general solicitation only if all purchasers are accredited investors and the issuer takes reasonable verification steps. (legislation.gov.uk)

11.2 REFIL1 and REF — No Solicitation / No Offer Clause

Any reference on the Site to **REFIL1**, **REF**, any real estate financing framework, any private structure, any co-investment framework, any private capital transaction, any investment opportunity, any fund-like structure, any vehicle, any issuance, any participation, or any similar arrangement is provided solely for high-level informational and relationship-screening purposes.

Accordingly:

- no such reference constitutes, or shall be construed as, an offer, invitation, inducement, recommendation, financial promotion, solicitation, general solicitation, general advertising, prospectus-equivalent communication, or arrangement with the public;
- no person is invited by reason of the Site alone to subscribe, purchase, invest, lend, commit capital, provide financing, join, co-invest, participate or otherwise enter into any transaction;
- no offer or invitation will be made except, where Roicè so elects, through separate confidential materials, targeted communications, gating, eligibility checks, jurisdictional restrictions, investor qualification processes, disclaimers and definitive legal documentation;
- access to any private transaction, structure or opportunity is subject to suitability, eligibility, jurisdiction, relationship status, legal restrictions, internal approvals and such other conditions as Roicè may determine;
- Roicè reserves the right, at any time and without liability, to decline, discontinue, gate, restrict or withdraw any discussion, process, material or opportunity.

11.3 UK / FSMA Position

To the extent any content on the Site could be characterised under UK law as relating to an investment, controlled activity or controlled investment, such content is directed only at persons to whom it may lawfully be made available, and is not intended to be acted on or relied on by retail persons or by persons to whom such communication may not lawfully be made. Any person who is not a lawful recipient must not act on it.

11.4 U.S. Securities Law Equivalent

To the extent any content on the Site relates to a security or securities offering under U.S. law, such content is not intended to constitute a public offering, public distribution, general solicitation or general advertising, unless Roicè expressly designates otherwise in separate offering materials and proceeds under a legally available pathway. Any actual offering, if made, will be made only pursuant to applicable exemptions, definitive documents, investor qualification requirements, and applicable federal and state law compliance, including any required notice filings or investor-verification requirements. The SEC explains that different exempt offering pathways carry different solicitation rules, including Rules 506(b) and 506(c). ([sec.gov](https://www.sec.gov))

11.5 No Reliance on Website Statements for Transactions

No person may rely on the Site as the basis for entering into any REFIL1, REF, financing, co-investment, joint venture, sale, acquisition, participation or similar arrangement. Any such transaction shall be governed exclusively by the definitive documents relating to that transaction.

12. Transactional Misuse; Corporate Service Protection Clause

Without prejudice to any other right or remedy, where any person, visitor, user, prospect, counterparty, co-investor, seller, buyer, joint venture participant, funder, adviser, target, bidder or any other person connected with any actual, proposed, contemplated or screened matter involving **Roicè Corporate Service, Transactional Services**, private capital, co-investment, joint venture, purchase, sale, financing, participation or similar commercial activity:

- seeks to compromise the security, integrity, confidentiality or availability of the Site;
- uses the Site as a vehicle for hostile leverage, pressure, extraction of information, market intelligence, interference, manipulation, disruption, bad-faith negotiation conduct, or any improper purpose;
- engages in conduct which Roicè considers reasonably to be inappropriate, abusive, deceptive, unlawful, hostile or incompatible with a trusted relationship;

then Roicè may immediately, and without prejudice to any of its rights:

1. terminate, suspend, reject or refuse to commence or continue any relationship, discussion, diligence exercise, negotiation, mandate, transaction or proposed transaction;
2. disqualify the relevant person from any ongoing or future process;
3. preserve evidence, logs and records and refer the matter to advisers, insurers, law enforcement or regulators;
4. seek injunctive relief, interim relief, specific performance, damages, costs, indemnities and all other legal or equitable remedies;
5. where permitted by the definitive documents governing the relevant matter, call, enforce, apply, accelerate, retain or set off any deposit, security, guarantee, collateral, earnest money, escrow, undertaking, indemnity, bond, break fee or similar protection held or agreed in connection with the relevant transaction.

For the avoidance of doubt, any recourse to a deposit, guarantee, security package or similar protection shall be exercised only to the extent permitted by the governing transaction documents and applicable law; however, these Terms expressly reserve Roicè's fullest right to pursue such remedies where available.

13. No Obligation to Engage

Roicè is under no obligation to accept any enquiry, proposal, opportunity, investor, participant, counterparty, mandate or transaction, and may cease discussions or decline to proceed at any time, subject only to any binding written agreement to the contrary.

14. Security and Availability Disclaimer

Roicè uses reasonable technical, organisational and operational measures to protect the Site. However, no website, system or transmission is completely secure or uninterrupted.

The Site is made available on an “**as is**” and “**as available**” basis to the fullest extent permitted by law. Roicè does not guarantee uninterrupted access, error-free operation, invulnerability, compatibility, completeness, accuracy, timeliness or fitness for any particular purpose.

15. Exclusion of Warranties

To the fullest extent permitted by law, Roicè excludes all representations, warranties, conditions and other terms, whether express, implied or statutory, including as to merchantability, satisfactory quality, fitness for purpose, non-infringement, security, availability and results.

16. Limitation of Liability

To the fullest extent permitted by law, Roicè shall not be liable for any indirect, incidental, consequential, special, punitive or exemplary loss or damage, including loss of profits, opportunity, business, reputation, data or anticipated savings, arising out of or in connection with the Site.

Nothing in these Terms excludes or limits liability where such exclusion or limitation is prohibited by law, including liability for fraud or fraudulent misrepresentation, or any other liability that cannot lawfully be excluded.

Subject to the foregoing, Roicè’s aggregate liability arising out of or in connection with the Site shall not exceed the greater of:

- GBP 100; or
- the amount, if any, paid by you specifically for access to the Site in the 12 months preceding the event giving rise to the claim.

17. Indemnity

You shall indemnify and keep indemnified Roicè, its affiliates, officers, employees, advisers, agents and contractors against all losses, damages, claims, liabilities, costs and expenses (including reasonable legal fees) arising out of or in connection with:

- your breach of these Terms;
- your misuse of the Site;
- any materials submitted by you;
- your infringement of any third-party rights;
- your unlawful, fraudulent, abusive or negligent conduct;
- any security event, investigation, claim or proceeding arising from your acts or omissions.

18. Third-Party Links and Services

The Site may contain links to, integrations with, or references to third-party websites, platforms or service providers. Roicè is not responsible for their content, availability, security or practices.

19. Privacy

Use of the Site is also governed by Roicè's Privacy Notice and Cookie Notice. Those documents explain how Roicè may collect and use personal data, technical data, behavioural data, location-related data and security-related data.

20. Recordkeeping and Cooperation

Roicè may retain logs, metadata, backups, evidence and communications for security, legal, compliance, audit, dispute-resolution and business-protection purposes.

Roicè may cooperate with courts, regulators, law enforcement, insurers, hosting providers, forensic experts and advisers where reasonably necessary to investigate, prevent or respond to misuse, fraud, unlawful conduct or security incidents.

21. Injunctive Relief

You acknowledge that unauthorised use of the Site or its content may cause irreparable harm to Roicè for which damages alone may not be an adequate remedy. Roicè shall therefore be entitled to seek injunctive, interim, equitable or other urgent relief in any competent court.

22. Governing Law and Jurisdiction

These Terms and any non-contractual obligations arising out of or in connection with them shall be governed by and construed in accordance with the laws of **England and Wales**.

The courts of **England and Wales** shall have exclusive jurisdiction to settle any dispute arising out of or in connection with these Terms, save that Roicè may seek interim, injunctive or protective relief in any court of competent jurisdiction.

23. Severance

If any provision of these Terms is found to be invalid, unlawful or unenforceable, it shall be severed or construed to the minimum extent necessary, and the remainder shall remain in full force and effect.

24. No Waiver

No failure or delay by Roicè in exercising any right or remedy shall operate as a waiver of that right or remedy.

25. Assignment

You may not assign or transfer any of your rights or obligations under these Terms without Roicè's prior written consent. Roicè may assign or transfer these Terms to any affiliate, successor or acquirer.

26. Contact

Questions concerning these Terms, the Site, privacy or security should be sent to:

Legal (all related matters to this T&C and Roicè itself): [legals@roicet.com]