

TERMS OF USE - DISCLAIMER

Thank you for visiting our website. Please read the following terms of use (the “Terms of Use”) carefully. They contain the conditions for accessing and using our website.

1. PURPOSE OF THE WEBSITE

This website is property of RSQ Investors, a division of Quanteus Group, whose registered office is located at Culliganlaan 2C, 1831 Diegem, RLE Brussels, and which is registered in the Crossroads Bank of Enterprises under number 0882.672.878, with email address: info@rsqinvestors.eu and phone number +32 (0) 2 704 91 60. (hereinafter referred to as “we” or “our”).

2. APPLICABILITY AND ENFORCEABILITY

These Terms of Use apply to any visit to our website. By visiting the website, you confirm to have read these Terms of Use and accept their content as binding.

3. USE OF THE WEBSITE

The use of our website is free. We reserve the right to unilaterally, immediately, permanently, and without prior notice, terminate access for visitors who do not comply with the current Terms of Use and the website's current privacy & cookie policy.

4. OUR LIABILITY

4.1. RSQ Investors (Quanteus Group) makes all reasonable efforts to ensure that the information on this website is accurate at the time it is first uploaded. Therefore, at any particular time there may be inaccuracies, omissions or information which is not up to date. We reserve the right to add, delete, correct or otherwise change any part of the information on this website without notice.

4.2. We and our auxiliaries shall not be liable for:

- any direct or indirect damage of any kind resulting from the use of the content on our website, whether or not it proved to be correct; and
- any damage caused by the use or distribution of this content.

4.3 A significant part of the content on this website consists of views and opinions that are often related to ongoing or future legal proceedings. The visitor acknowledges that these are subjective opinions that may still be subject to evaluation by courts or other competent authorities. Besides the publicly available information about Nyrstar and Trafigura, the content is provided solely with the intention of informing visitors about the aforementioned views, based on which they can form their own judgment about the history of the Nyrstar case or decide whether or not to align with our perspective. This information cannot be understood as any form of statement, guarantee, or any form of legal, financial, or investment advice and shall not be interpreted as a recommendation to purchase, sell, or hold shares of Nyrstar NV. We and our auxiliaries shall not be liable for any (i) reaction of third parties to the content of this website, (ii) distribution of this content, (iii) interpretation or use thereof in any other way.

4.4 The content on this website shall not be interpreted as factual accusations, legal determinations, or assertions of guilt, intent, or wrongful conduct by any individual person or legal entity. All statements made are opinions protected under the freedom of expression, as guaranteed by national and international legal instruments. This website does not intend to harm any individuals or legal entities. We expressly disclaim any intention to slander, defame, or disseminate false information. The legal provisions regarding non-contractual liability do not apply between the visitor and our auxiliaries.

4.5. We make every effort to provide permanent access to our website. However, given the technical characteristics of the internet and computer resources, and the need to perform periodic maintenance, updates, or upgrades, we cannot guarantee uninterrupted access and service. By no means can we be held liable for any interruptions or disruptions of this website.

4.6. We exercise the utmost diligence and care regarding the presence of links to other websites and their proper functionality. However, we cannot guarantee that these links will always be operational and cannot be held liable for any disruptions in their proper functioning.

4.7. The translation into English of these Terms of Use, or parts thereof, originally written in another language, was generated via an automated translation system (Chat GPT). We cannot be held liable for any inaccuracies or omissions in these translations.

5. INTELLECTUAL PROPERTY RIGHTS

We are the exclusive holders or assignees of all intellectual property rights associated with our website and the goods and services offered. Any visitor undertakes not to copy, modify, exploit, resell, or use in any other way, in whole or in part, any of the elements that make up our website.

These elements include, but are not limited to, the brand, texts, software, databases, forms, trade names, product names, logos, graphic elements and illustrations, charts, music, color combinations, slogans, layouts, and any other element eligible for protection on the website or connected to our goods and services.

6. GENERAL PROVISIONS

6.1. Modifications

If we amend these Terms of Use, the modified version will be available on our website and will apply from your next visit to our website. You confirm to have taken note of and agreed to the new version by the mere visitation of the website after the modifications. Therefore, it is important to check the date of modification mentioned above on the website each time you visit the website.

6.2. Applicable law and jurisdiction clause

These terms of use are governed, interpreted, and enforced in accordance with Belgian law, which exclusively applies to any potential dispute related to these Terms of Use. The courts of the judicial district of Antwerp have exclusive jurisdiction to adjudicate any dispute that may arise from the interpretation or execution of these Terms of Use.

6.3. Acceptance

By using our website, you accept all the provisions of these terms of use.

6.4. Contact

For any additional information or comments regarding the privacy & cookie policy or the manner in which we collect your data, you may contact us via email at info@rsqinvestors.eu. Any feedback or complaints regarding the website must be sent by registered mail to the address mentioned above. Any communication from us to you will be made via the website or by e-mail, at our discretion and convenience.