



## **VERSOTECH POLICIES UPDATED JAN 20, 2026**

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### **Importance of Confidentiality and Transparency**

Confidentiality and transparency is a core value of VERSOTECH that is reflected in our managerial and operational practices, our security protocol and our legal agreements.

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### **VERSOTECH Terms and Conditions**

Please read these terms and conditions carefully before using VERSOTECH

#### **1. Terms of Website Use**

This terms of use tell users the terms of use on which they may make use of VERSOTECH [www.versotech.com](http://www.versotech.com) ("website") and its technological platform ("platform"), together VERSOTECH ("VERSOTECH", "OS" or "Operating System") whether as a guest or a registered user. Use of VERSOTECH and platform includes accessing, browsing, or registering to use our site and to use our platform. Please read these terms of use carefully before you start to use VERSOTECH. By using VERSOTECH and platform, you confirm that you accept these terms of use and that you agree to comply with them. If you do not agree to these terms of use, you must not use VERSOTECH.

#### **2. Other applicable terms**

The following terms also apply to your use of VERSOTECH. Our Privacy Policy, which sets out the terms on which we process any personal and financial data we collect from you, or that you provide to us. By using VERSOTECH, you consent to such processing and you warrant that all data provided by you is accurate. Our Cookie Policy, which sets out information about the cookies on VERSOTECH. If you purchase services or invest in investment opportunities in VERSOTECH, the specific legal agreements, terms and conditions and regulatory obligations and duties will apply to the sales and investments.

#### **3. Information about VERSOTECH**

VERSOTECH is an Operating System composed of both a website operated by VERSOTECH. Our exclusive Arranger, VERSO Management Ltd is fully regulated by the FSC Financial Services Commission in the British Virgin Islands and holds Category 2 and Category 3 Licenses.

#### **4. Changes to these terms**

We may revise these terms of use at any time by amending this page. Please check this page from time to time to take notice of any changes we made, as they are binding on you.

#### **5. Information on VERSOTECH and changes to it**

The information contained in this website is for general information purposes only. We endeavour to keep the information published on VERSOTECH up to date and correct, however we make no representations or warranties of any kind, express or implied, about the completeness, accuracy, reliability, suitability or availability with respect to VERSOTECH or the information, products, services, or related graphics contained on VERSOTECH for any purpose. Any reliance you place on such information is therefore strictly at your own risk.



## **6. Your account and password**

If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party. We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these terms of use. If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us at [legal@versotech.com](mailto:legal@versotech.com).

## **7. Privacy**

Our overriding objective is to handle all data fairly and securely. Any information you give us about yourself will be stored on our systems and may be disclosed to, processed and used by us, and the other companies that assist us in providing our services in accordance with our Privacy Policy.

## **8. Intellectual property rights**

We are the owner or the licensee of all intellectual property rights in VERSOTECH, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved. You may print or download extracts of selected page(s) from VERSOTECH for your personal use and you may draw the attention of others within your organization to content posted on VERSOTECH. You must not modify in any way the paper or digital copies of any materials you have printed off or downloaded, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text. You must not use any part of the content on VERSOTECH for commercial purposes without obtaining a licence to do so from us or our licensors. If you print off, copy or download any part of VERSOTECH in breach of these terms of use, your right to use VERSOTECH will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

## **9. Limitation of our liability**

Nothing in these terms of use excludes or limits our liability for death or personal injury arising from our negligence, or our fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by English law. To the extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to VERSOTECH or any content on it, whether express or implied. VERSOTECH will not be liable to any user for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with use of, or inability to use, VERSOTECH; or use of or reliance on any content displayed on VERSOTECH. If you are a business user, please note that in particular, we will not be liable for loss of profits, sales, business, or revenue; business interruption; loss of anticipated savings; loss of business opportunity, goodwill or reputation; or any indirect or consequential loss or damage. If you are a consumer user, please note that we only provide VERSOTECH for domestic and private use. You agree not to use VERSOTECH for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity. VERSOTECH will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of VERSOTECH or to your downloading of any content on it, or on any website linked to it. We assume no responsibility for the content of websites linked to VERSOTECH. Such links should not be interpreted as endorsements by us of those linked websites. We will not be liable for any loss or damage that may arise from your use of them.

## **10. Viruses**

You are responsible for configuring your information technology, computer programmes and platform in order to access VERSOTECH. You should use your own virus protection software, as we do not



guarantee that VERSOTECH will be secure or free from bugs or viruses at all times. You must not misuse VERSOTECH by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorized access to VERSOTECH, the server on which VERSOTECH is stored, or any server, computer or database connected to VERSOTECH. You must not attack VERSOTECH via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence and expose yourself to legal proceedings against you. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use VERSOTECH will cease immediately.

### **11. Linking to VERSOTECH**

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it. You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists. You must not establish a link to VERSOTECH in any website that is not owned by you. VERSOTECH must not be framed on any other website, nor may you create a link to any part of VERSOTECH other than the home page. We reserve the right to withdraw linking permission without notice.

### **12. Third party links and resources in VERSOTECH**

Where VERSOTECH contains links to other websites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those websites or resources.

### **13. Contact us**

To contact us in relation to these terms of use, please email [legal@versotech.com](mailto:legal@versotech.com).

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## **Declined Lines of Business Policy**

You may not use the versotech.com service for activities that:

- Are inappropriate content, goods or services that promote, cause or further Hate/Violence/Racism/Religious persecution;
- Cannabis, Marijuana and Marijuana-Related Businesses;
- Calling cards;
- Cigarettes;
- Drug paraphernalia;
- Drugs / Illicit substances, steroids and certain controlled substances or other products that present a risk to consumer safety;
- Encourage, promote, facilitate or instruct others to engage in illegal activity;
- High Risk File hosting / sharing and cyberlockers;
- Human body parts or bodily fluids;
- Infringe any duly registered copyrights/trademarks or other violation of intellectual property rights;
- Involve the sale of products or services identified by government agencies to have a high likelihood of being fraudulent;
- Involve offering or receiving payments for the purpose of bribery or corruption any form of high yield financial investments (get rich quick schemes);
- Items that encourage, promote, facilitate or instruct others to engage in illegal activity;
- Mail order spouse / global matchmaking services;



- PC Support sold via outbound telemarketing;
- Penny and reverse Auctions;
- Pornography and other obscene materials;
- Pyramid or ponzi schemes, matrix programs;
- Repossession services;
- Sale of government ID's or documents;
- Stolen goods including digital and virtual goods;
- Transactions involving fraudulent / deceptive marketing practices;
- Violate any law, statute, ordinance or regulation;
- Weapons, firearms and ammunitions.

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### **Violations of the Acceptable Use Policy**

We encourage you to report violations of this Acceptable Use Policy to VERSOTECH immediately. If you have a question about whether a type of transaction may violate the Acceptable Use Policy, you can email our Compliance Department at: [legal@versotech.com](mailto:legal@versotech.com)

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### **Infringement Reporting Policy**

It is our policy to take appropriate action where necessary to remove from our services or to disallow the use of our services in connection with material that is claimed to be infringing. If you are an intellectual property rights owner and you believe a website or a webpage using our services sells, offers for sale, makes available goods and/or services, or otherwise includes content or materials that infringe your intellectual property rights, then please contact us at [legal@versotech.com](mailto:legal@versotech.com) stating in the subject matter of your email 'Infringement Report'.

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### **Anti-Money Laundering Policy Statement**

It is our policy and obligation to comply with the anti-money laundering legal and regulatory requirements ("AML"), and we take these very seriously. As an organization, we must ensure our applications and alignment with international AML regulations as well as the SIBA Act and Anti Terrorism Financing Act issued by the FSC Financial Services Commission in the British Virgin Islands and The Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 ("Money Laundering Regulations"), The Terrorism Act 2000; The Proceeds of Crime ("POCA") Act 2002 and The Counter-Terrorism Act 2008 issued by the FCA in the United Kingdom. VERSOTECH aims at meeting the best standards in AML and under our management is required to meet, among others, the following legal requirements:

- Understand and interpret the legal and regulatory framework for AML/CTF requirements and systems;
- Understand standard industry best practice in AML/CTF procedures and proportionate risk-based approach;
- Design and implement the systems and controls necessary to mitigate the risk of being used in connection with money laundering or financing terrorism.

AML legal obligations include among others:

- Verify customers' (including beneficial owners') identity and address;



- Keep full records of all transactions together with identification provided;
  - Monitor any unusual or suspicious transactions of any size;
  - Report any suspicious transaction to the National Crime Agency in the UK and equivalent Regulatory or State Agencies in the British Virgin Islands, in Luxembourg, in the United Arab Emirates and in the United States of America.
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### **Complaints Handling Policy**

VERSOTECH is committed to providing the highest level of care to all our customers, investors and stakeholders. If you feel that our service has not met your expectations, then please contact us directly via the Platform. Customer complaints are important to our organisation. They offer specific insights into how we might improve our services, processes and procedures. Once a complaint has been received, we will acknowledge it and aim to resolve it as quickly as possible. The length of time will depend on the nature of the issues involved. Should a delay occur, we will contact you explaining the reason of the delay and outline the next steps.

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### **Tax strategy**

VERSOTECH is a cloud-based investment management platform which enables individuals businesses and their communities to thrive in the digital economy. A key operating principle for our people at VERSOTECH is to create a positive legacy, and our tax strategy is adopted with this in mind. That is the reason why VERSOTECH strives to make a positive contribution to the communities we serve, including through our responsible approach to tax risk management. We commit to complying with applicable tax laws and regulations in the jurisdictions which we operate. This includes calculating, reporting and paying the appropriate amount of tax in a timely manner. Ultimate responsibility for VERSOTECH's tax policy sits with the Board, who delegate executive level responsibility to the CFO. VERSOTECH operates a tax risk framework to ensure we have the appropriate people, processes, controls and systems in place to proactively manage tax risk. In principle, VERSOTECH has a low appetite for tax risk. We take responsible tax decisions that are compliant, and only engage in genuine commercial activities. We do not pursue tax planning initiatives that are considered aggressive or out of line with the principles set out in this tax strategy.

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### **Fraud and Risk Management Service**

These Fraud and Risk Management Service Terms supplement the General Terms and Conditions (when applicable or unless stated otherwise):

- 1. Fraud and Risk Management Service**
  1. The Company must use the Fraud and Risk Management Service in accordance with VERSOTECH's instructions and provide complete and accurate payment information required by VERSOTECH.
- 2. Risk Assessment**
  1. The Fraud and Risk Management Service is a rule-based solution and VERSOTECH may apply the settings and rules that it wants via the Dashboard.
  2. The Fraud and Risk Management Service utilises a machine learning tool that scores transactions based on their likelihood of being fraudulent, which can be incorporated into the Company's settings and rules. Since this tool uses machine learning,



VERSOTECH may not be able to explain why a specific score is assigned to a transaction.

3. The final responsibility for the acceptance or cancellation of a Transaction, based on the Company's settings and rules remains with VERSOTECH.
4. VERSOTECH may change the settings and rules that are available and used in the Fraud and Risk Management Service.
5. The Fraud and Risk Management Service does not guarantee the prevention of fraudulent Transactions. VERSOTECH may notify the Company if it believes that the settings and rules that are chosen are likely to result in high levels of unauthorised Transactions. VERSOTECH is not obliged to check the settings and rules chosen.

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### **General Disclaimer**

The VERSOTECH website and platform ("VERSOTECH") are an online investment management platform operated by VERSO Management Limited, a company registered in the British Virgin Islands and licensed by the FSC Financial Services Commission. VERSOTECH is being made available as a platform for investors, limited partners, banks, asset managers, holding companies, investment vehicles and funds, entrepreneurs, start-up companies, early stage to later stage ventures or entities with a business idea that require funds to invest in investment opportunities in private equity, venture capital, real estate and trade finance. You are requested to please read the following terms carefully before you access or use VERSOTECH. Upon reading the following terms, you may agree to be bound by these terms and conditions. If you do not wish to be bound by these terms and conditions, you may not access or use VERSOTECH. We reserve the right to modify these terms and conditions, and such modifications shall be effective immediately upon these terms and conditions being uploaded on VERSOTECH and we may not send any separate information regarding these updates. You agree that you will periodically review these terms and conditions and we shall presume that you have reviewed or are aware of the updated terms and conditions by virtue of your continuous usage or access of VERSOTECH.

THE CONTENTS AVAILABLE ON VERSOTECH ARE FOR INFORMATION PURPOSES ONLY AND DOES NOT AMOUNT TO AN INVESTMENT ADVICE. YOU AGREE AND UNDERSTAND THAT THE USE OF VERSOTECH IS AT YOUR OWN RISK. VERSOTECH IS BEING MADE AVAILABLE TO YOU ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT PROVIDING ANY WARRANTIES, GUARANTIES OR CONDITIONS AS TO THE USAGE BEING FREE FROM ANY FAULTS, DEFECTS, INTERRUPTIONS, ERRORS, VIRUSES OR TO THE ACCURACY, RELIABILITY, AVAILABILITY OF THE CONTENTS OF VERSOTECH. YOU AGREE AND UNDERSTAND THAT WE SHALL NOT BE RESPONSIBLE FOR ANY INTERFERENCE OR DAMAGE THAT MAY BE CAUSED TO YOUR COMPUTER RESOURCE WHICH ARISES IN CONNECTION WITH YOUR ACCESS TO OUR WEBSITE. TO THE EXTENT PERMITTED BY APPLICABLE LAW, VERSOTECH DISCLAIMS OUR LIABILITY AGAINST ANY LOSS, DAMAGE, EXPENSES, LIABILITIES, CLAIM, INJURY CAUSED DUE TO THE FAILURE OF PERFORMANCE, OMISSION, DEFECT, DELETION, INTERRUPTION, ERROR, DELAY, VIRUS, COMMUNICATION, UNAUTHORISED ACCESS, THEFT, DESTRUCTION, ALTERATION OR USE OF RECORDS, WHETHER DUE TO BREACH OF CONTRACT, NEGLIGENCE, TORT OR DUE TO OTHER CAUSE OF ACTIONS. FURTHER, WE SHALL NOT BE RESPONSIBLE FOR ANY LOSS OF PROFITS, GOODWILL, REVENUE, CONSEQUENTIAL, EXEMPLARY, PUNITIVE DAMAGES OR ANY FINANCIAL OR INDIRECT LOSS. YOU FURTHER ACKNOWLEDGE AND AGREE THAT WE SHALL NOT BE RESPONSIBLE FOR ANY DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF THIRD PARTIES ON OUR WEBSITE, INCLUDING USERS AND OPERATORS OF THIRD PARTY WEBSITES. FURTHER, WE SHALL NOT BE RESPONSIBLE OR BE HELD LIABLE FOR ANY INACCURACY, DELAY,



OMISSION OR DEFECT, TRANSMISSION OR DELIVERY OF ANY THIRD PARTY DATA OR ANY LOSS OR DAMAGE ARISING FROM: (I) ANY INACCURACY, ERROR, DELAY OR OMISSION OF TRANSMISSION OF INFORMATION; (II) NON-PERFORMANCE BY ANY THIRD PARTY; OR (III) INTERRUPTION CAUSED DUE TO ANY THIRD PARTY DUE TO THEIR NEGLIGENT ACT OR OMISSION ANY OTHER CAUSE NOT BEYOND THE REASONABLE CONTROL OF US. THE AFORESAID APPLIES TO ALL POTENTIAL LIABILITIES INCLUDING BUT NOT LIMITED TO, LIABILITIES ARISING OUT OF USE OF VERSOTECH OR ANY OTHER SUBJECT MATTER ARISING OUT OF OR IN RELATION TO THE USE OF VERSOTECH.