

CapMarket – Terms & Conditions

1. Introduction

These Terms and Conditions ("Terms") govern the use of the CapMarket platform ("Platform"), operated by CapMarket ("Company", "we", "us"). By accessing or using the Platform, you agree to these Terms.

2. Nature of the Platform

CapMarket provides a digital platform for managing share ownership, facilitating private share transactions, and administrative tools.

CapMarket is not a regulated exchange, investment advisor, broker-dealer, or financial intermediary.

3. Role of CapMarket

CapMarket provides infrastructure only and does not guarantee transactions, verify valuations, or act as a counterparty. All transactions occur directly between users.

4. Eligibility

Users must be at least 18 years old, have legal capacity, and comply with applicable laws. Companies must have authority to manage shareholder records and ensure accuracy of data.

5. User Types

Users may include shareholders, buyers/sellers, and company administrators. Each user is responsible for their actions and compliance with agreements.

6. Share Transactions

All transactions are private agreements between users and may be subject to shareholder agreements, company approval, and legal restrictions.

CapMarket does not guarantee execution, liquidity, or pricing.

7. Fees

Users agree to applicable subscription and transaction fees. Fees may be invoiced, deducted, or handled via third-party providers.

8. Payments & Escrow

Payments may be handled by third-party providers. CapMarket does not hold client funds unless explicitly stated.

9. KYC & Compliance

Users may be required to provide identity verification and comply with AML/KYC requirements.

10. Data Accuracy

Users and companies are responsible for accuracy of data. CapMarket is not liable for incorrect information.

11. Restrictions

The following activities are prohibited on the Platform:

- Illegal use of the platform
- Misrepresentation of ownership
- Manipulation of transactions
- Bypassing company rules

12. Intellectual Property

All platform content and software belong to CapMarket and may not be reused without permission.

13. Limitation of Liability

CapMarket shall not be liable for any indirect, incidental, special, consequential or punitive damages, including but not limited to loss of profits, loss of revenue, loss of business, loss of data, or loss of opportunity, arising out of or in connection with the use of the Platform.

In all cases, CapMarket's total aggregate liability shall be limited to a maximum of €5,000.

14. Indemnification

Users agree to indemnify CapMarket against claims arising from misuse or violations of these Terms.

15. Termination

CapMarket may suspend or terminate access if Terms are violated or legal risks arise.

16. Communications

By using the Platform, you acknowledge and agree that CapMarket may contact shareholders, company administrators, and other users of the Platform via email or other available contact methods as it deems appropriate. Such communications may include, but are not limited to, platform updates, service announcements, regulatory or compliance notifications, transaction-related information, and marketing or promotional materials related to CapMarket services.

17. Governing Law

These Terms shall be governed by and construed in accordance with the laws of Sweden.

18. Changes to Terms

CapMarket may update these Terms at any time. Users will be notified of material changes.