

Terms of Use

Effective Date: 23 May, 2025

ARC Capital Venture (Australia) Pty Ltd (ABN 97 687 134 121) is a Corporate Authorised Representative (CAR No. 001315577) of Titan Securities Pty Ltd (AFSL 307040). ARC is authorised to provide general financial product advice and deal in certain financial products, including Securities and Managed Investment Schemes (MIS), where permitted by its authorization. ARC Capital Venture Clients Pty Ltd (ABN 84 687 141 859) is a wholly owned subsidiary of ARC Capital Venture (Australia) Pty Ltd.

The advice provided is general in nature and does not take into account your personal objectives, financial situation, or needs. You should consider whether it is appropriate for your circumstances and consult a licensed financial adviser before making any investment decision. Investing involves risk. Past performance is not a reliable indicator of future results. ARC Capital Venture and Titan Securities Pty Ltd do not guarantee the accuracy or completeness of this information and accept no liability for any loss arising from its use.

This document and its contents are intended solely for informational purposes and do not constitute an offer or solicitation to sell or purchase any financial products or services in any jurisdiction where such offer or solicitation would be unlawful. The information presented is general advice and does not take into account your investment objectives, financial situation, or particular needs. Investment in financial products involves risk, including the potential loss of capital. Past performance is not a reliable indicator of future performance. You should seek independent financial, legal, and tax advice before making any investment decision. By using this document, you acknowledge and agree to the above terms and confirm that you are a qualified investor within your respective jurisdiction.

Terms of Use

Effective Date: 23rd May 2025

Welcome to ARC Capital Venture. These Terms and Conditions govern your use of our website and the services we provide. Please read them carefully.

1. Introduction

This website is owned and operated by ARC Capital Venture LLC, Entity ID: 23132678, Registered Office: 3838 N Central Avenue, Suite 900, Phoenix, AZ 85012, United States. By accessing or using this website, you acknowledge that you have read, understood, and agree to be bound by these Terms and Conditions and our Privacy Policy.

2. Corporate Structure & Jurisdictional Disclosure

ARC Capital operates as an international group comprising three distinct but affiliated legal entities. The ARC Capital group includes:

ARC Capital Venture, LLC

Entity ID: 23132678

Head Office: 10 South Riverside Plaza, Suite 875, Chicago, IL 60606, United States

Registered Office: 3838 N Central Avenue, Suite 900, Phoenix, AZ 85012, United States

This entity is the original U.S.-based company, operating under exemptions from registration pursuant to Section 4(a)(1)–(3) of the U.S. Securities Act of 1933, offering only Fixed Income and Private Equity investment opportunities to accredited and institutional investors in the United States.

ARC Capital Venture (Australia) Pty Ltd

ABN: 97 687 134 121

ACN: 687 134 121

Registered Address: Level 27, 101 Collins Street, Melbourne VIC 3000, Australia

This entity is a Corporate Authorised Representative (CAR: 001315577) of Titan Securities Pty Ltd (AFSL: 307040),

and is licensed to offer a wide range of financial services to retail, wholesale, and corporate clients in Australia, including managed investments, fixed income, and private equity offerings.

ARC Capital Venture Clients Pty Ltd

ABN: 84 687 141 859

This entity is a wholly owned subsidiary of ARC Capital Venture (Australia) Pty Ltd.

Important Note:

Access to certain features or services on this website may be restricted or unavailable depending on your geographic location and the regulatory authority applicable to your jurisdiction. By using this website, you acknowledge and agree to the following:

If you access this website from outside the United States or Australia, the availability of certain products, services, or features may be limited or restricted in accordance with the laws and regulations of your local jurisdiction.

All references to licensing, financial advice, or regulatory disclosures apply specifically to ARC Capital Venture (Australia) Pty Ltd unless expressly stated otherwise. ARC Capital Venture, LLC, a U.S.-based entity, does not offer or promote financial products to retail clients and does not engage in any general solicitation.

3. Definitions

In these Terms and Conditions:

“ARC Capital,” “ARC Capital Venture,” “ARC,” “we,” “us,” “our,” or “the Company” refers collectively to the group of legal entities comprising:

– ARC Capital Venture (Australia) Pty Ltd

- ARC Capital Venture Clients Pty Ltd
- ARC Capital Venture, LLC

Unless otherwise stated, references to any of the above names throughout this website, in documentation, or in communications shall be understood as referring to this collective group of affiliated companies.

- “AFSL” means Australian Financial Services Licence.
- “CAR” means Corporate Authorised Representative.
- “You” or “User” means any individual or entity accessing this website or using our services.
- “Website” refers to <https://www.arc-capital.com/> or any related digital platforms operated by ARC.

4. General Disclaimer

All information provided on this website is of a general nature only and does not constitute personal financial advice. It does not take into account your objectives, financial situation, or needs. We recommend you seek professional advice before acting on any information provided.

ARC does not warrant the accuracy, completeness, or suitability of any information, services, or products featured on this site. To the maximum extent permitted by law, ARC disclaims all liability for any loss or damage arising from the use of, or reliance on, the information provided.

5. Authorisation & Licensing Disclosure

ARC Capital Venture (Australia) Pty Ltd is authorised to provide financial services as a Corporate Authorised Representative (CAR No: 001315577) of Titan Securities Pty Ltd, the holder of AFSL No: 307040.

Under this authorisation, we are permitted to:

Provide general financial product advice.
Deal in certain financial products, including fixed income securities and private equity offerings, to wholesale and eligible retail clients.

6. Client Eligibility

To access our services, you must:

- Be at least 18 years of age;
- Be legally capable of entering into binding agreements;
- Reside in the United States or Australia (unless otherwise agreed);
- Satisfy AML/CTF identification and verification requirements.
- We reserve the right to restrict or deny access to users who do not meet these eligibility requirements or fail to provide sufficient documentation.

7. Financial Product Advice Warning

Unless otherwise explicitly stated, ARC provides general advice only. This means the information we provide has been prepared without considering your personal circumstances.

Before acting on any information or advice, you should:

- Consider its appropriateness in light of your own objectives and financial situation;
- Read all relevant disclosure documents;
- Consult a licensed financial adviser.

8. Use of Website and Content

You agree to use this website lawfully and in accordance with these Terms. You must not:

- Reproduce, distribute, or exploit any part of this website without prior written permission;
- Use the website in any manner that could damage, disable, or impair its operation;
- Interfere with any other user's access or enjoyment of the site.
- All intellectual property, including graphics, text, and logos, is owned or licensed by ARC unless otherwise stated.

9. Third-Party Links and Content

This website may contain links to third-party websites. These are provided for your convenience only. ARC has no control over the content or practices of these websites and accepts no responsibility for any loss or damage arising from their use.

Inclusion of a link does not imply endorsement or recommendation of the third-party site or its offerings.

To do so, please contact our Privacy Officer at the details provided in Section 13. We aim to respond within 30 days.

10. Privacy and Data Collection

Your privacy is important to us. Our handling of your personal information is governed by our Privacy Policy, which forms part of these Terms and Conditions.

We may collect personal and non-personal data through forms, cookies, or digital tracking for the purpose of providing services, marketing, compliance, and site improvement.

By using our website, you consent to such data collection, storage, and use.

11. Conflicts of Interest Disclosure

ARC Capital Venture (Australia) Pty Ltd may receive commissions, brokerage fees, or other benefits from product issuers or related parties with whom it has a commercial relationship. These may arise in connection with the financial services provided to clients, including where ARC distributes or recommends investment products.

We are committed to identifying, disclosing, and managing potential or actual conflicts of interest in accordance with legal obligations and licensee policies. Where a conflict of interest cannot be avoided, we aim to ensure clients are treated fairly and transparently.

12. Fees, Commissions, and Remuneration

ARC Capital Venture (Australia) Pty Ltd may charge clients direct fees and/or receive commission-based remuneration from third-party product issuers. These may include:

- Entry or exit fees,
- Ongoing trailing commissions,
- Fixed or percentage-based advice fees.
- All applicable fees will be disclosed to clients in writing prior to the provision of any financial service.

13. Risk Disclosure

Investing in financial products such as fixed income securities, corporate bonds, or private equity involves a degree of risk, including the potential loss of capital. Past performance is not an indicator of future results.

You should carefully assess the suitability of any investment in light of your own objectives and financial situation and seek professional advice where appropriate.

14. Client Acknowledgement

By using this website or engaging with our services, you acknowledge and agree that:

- You have read and understood these Terms and Conditions;
- You understand that the information provided does not constitute personal financial advice;
- You will not rely solely on this website for making investment decisions;
- You accept all investment risks as disclosed in our Risk Warning Document.

15. Limitation of Liability

To the extent permitted by law, ARC Capital Venture disclaims all liability for any loss, damage, cost, or expense incurred by any person arising directly or indirectly.

16. Indemnity

You agree to indemnify and hold harmless ARC, its officers, agents, representatives, and affiliates from and against any claims, actions, proceedings, damages, costs, liabilities, or expenses arising out of:

- Your misuse of the website or our services;
- Breach of these Terms and Conditions;
- Violation of applicable laws or third-party rights.

17. Termination

ARC reserves the right to terminate or suspend your access to the website or any part of our services at any time, with or without notice, if:

- You breach these Terms and Conditions;
 - We suspect unlawful or unethical activity;
 - Our services are withdrawn or restructured;
 - Required by law or regulatory authority.
- Upon termination, any provisions that by nature should survive (e.g., indemnities, disclaimers) will remain in effect.

18. Governing Law and Jurisdiction

These Terms and Conditions are governed by and construed in accordance with the laws of the State of Victoria, Australia. You agree to submit to the exclusive jurisdiction of the courts of Victoria for the resolution of any disputes arising under or relating to these Terms.

19. Dispute Resolution

ARC is committed to resolving client concerns quickly and fairly. If you are dissatisfied with any aspect of our service, you are encouraged to contact us promptly.

Internal Dispute Resolution Process:

Contact our Client Services Team at complaints@arc-capital.com.

Complaints will be acknowledged within 24–48 hours. A written response will be provided within 30 days.

External Dispute Resolution:

If you are not satisfied with the outcome, you may lodge a complaint with the Australian Financial Complaints Authority (AFCA):

Website: www.afca.org.au

Phone: 1800 931 678

20. Amendments to Terms

ARC Capital Venture may amend these Terms and Conditions at any time. Changes will take effect once published on our website, with the updated “Last Updated” date clearly displayed.

Your continued use of the website following any amendments constitutes acceptance of the new terms.

21. Contact Information

If you have any questions about these Terms and Conditions, or require further clarification, please contact either office:

ARC Capital Venture LLC

Address: 10 South Riverside Plaza, Suite 875,
Chicago, IL 60606 United States

Phone: +1 (312) 820-1040

Email: info@arc-capital.com

ARC Capital Venture (Australia) Pty Ltd

Address: Level 27, 101 Collins Street,
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Phone: +61 3 9998 0440

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