

# IMC RARE EARTHS LTD

## Terms of Use

Last updated: 25<sup>th</sup> July 2026

These Terms of Use (“**Terms**”) govern your access to and use of the IMC Rare Earths website located at [imcrareearths.com](http://imcrareearths.com) (and any related or staging sub-domains) , operated by IMC Rare Earths Ltd (the “**Company**”, “we”, “us” or “our”). By accessing or using the Site, you agree to be bound by these Terms. If you do not agree, please do not use the Site.

### 1. About the Site

The Site provides general information about the Company and its business, projects and activities. Information on the Site is provided for general informational purposes only and may be changed or updated at any time without notice.

### 2. Eligibility and Acceptable Use

You may use the Site only for lawful purposes and in accordance with these Terms. You agree that you will not:

- use the Site in any way that breaches any applicable law or regulation;
- attempt to gain unauthorised access to the Site, the server on which it is stored, or any server, computer or database connected to it;
- introduce any virus, malware or other material that is malicious or technologically harmful;
- copy, reproduce, republish, frame, scrape, or exploit any part of the Site for commercial purposes without our prior written consent; or
- use the Site in any manner that could disable, overburden, damage or impair it, or interfere with any other party's use of it.

### 3. Intellectual Property

All content on the Site — including text, graphics, logos, trademarks, images, and their selection and arrangement — is owned by or licensed to the Company and is protected by intellectual-property laws. Except as expressly permitted, you may not use, reproduce or distribute any content from the Site without our prior written permission. The Company's names, logos and marks may not be used without prior written consent.

### 4. No Offer of Securities; No Investment Advice

Nothing on the Site constitutes, or forms part of, an offer to sell, or a solicitation of an offer to buy or subscribe for, any securities of the Company in any jurisdiction, nor shall it (or any part of it) form the basis of, or be relied on in connection with, any contract or investment decision. Any offering of securities will be made only by means of, and on the basis of information contained in, a registration statement, prospectus or offering document filed with or furnished to the relevant securities regulator. The information on the Site does not constitute financial, investment, legal, tax or other professional advice, and you should not rely on it as such. You should obtain independent professional advice before making any decision.

## **5. Forward-Looking Statements**

The Site may contain forward-looking statements — statements that are not historical fact, including statements about the Company's plans, projects, resources, strategy and expectations. Forward-looking statements involve known and unknown risks and uncertainties, and actual results may differ materially. Estimates relating to mineral resources or reserves, where included, are subject to the assumptions and qualifications in the Company's technical reports and regulatory filings. The Company undertakes no obligation to update any forward-looking statement except as required by law.

## **6. Third-Party Links**

The Site may contain links to third-party websites or resources. We provide these links for convenience only and do not endorse and are not responsible for the content, products or services of any third-party site. Accessing any linked site is at your own risk and subject to that site's own terms and policies.

## **7. Disclaimer of Warranties**

The Site and its content are provided on an “as is” and “as available” basis, without warranties of any kind, whether express or implied, including any implied warranties of merchantability, fitness for a particular purpose, accuracy, or non-infringement. We do not warrant that the Site will be uninterrupted, secure or error-free, or that any information on it is accurate, complete or current.

## **8. Limitation of Liability**

To the fullest extent permitted by law, the Company and its directors, officers, employees and agents will not be liable for any loss or damage — whether direct, indirect, incidental, consequential or otherwise — arising out of or in connection with your access to, use of, or inability to use the Site, or reliance on any content on it. Nothing in these Terms excludes or limits any liability that cannot lawfully be excluded or limited.

## **9. Indemnity**

You agree to indemnify and hold harmless the Company and its directors, officers, employees and agents from and against any claims, liabilities, damages, losses and expenses (including reasonable legal fees) arising out of your breach of these Terms or your misuse of the Site.

## **10. Privacy**

Your use of the Site is also governed by our Privacy Policy and Cookie Policy, which are incorporated into these Terms by reference. Please review them to understand how we handle personal data and use cookies.

## **11. Changes to these Terms**

We may revise these Terms at any time by posting an updated version on the Site. Changes take effect when posted. Your continued use of the Site after changes are posted constitutes your acceptance of the revised Terms.

## **12. Governing Law**

These Terms, and any dispute arising out of or in connection with them or the Site, are governed by the laws of the Cayman Islands, without regard to conflict-of-laws principles. You agree to the exclusive jurisdiction of the courts of the Cayman Island in respect of any such dispute.

## **13. Contact**

Questions about these Terms may be sent to [legal@imcrareearths.com](mailto:legal@imcrareearths.com), or by post to IMC Rare Earths, Ltd., Avenida Ibirapuera, 2.033, Sala 2.02, São Paulo, Brazil.