

FINMINITY Terms of Service

Effective as of [01-Sep-2020]

Welcome to the FINMINITY's Terms of Use agreement. For purposes of this agreement, "Site" refers to the Company's website, which can be accessed at <https://www.finminity.com>. "Service" refers to the Company's services accessed via the Site. The terms "we," "us," and "our" refer to the Company. "You" refers to you, as a user of our Site or our Service.

Please review the following terms carefully. By accessing or using the Service, you signify your agreement to these Terms of Use. **If you do not agree to be bound by these Terms of Use in their entirety, you may not access or use the Service.**

ELIGIBILITY

You represent and warrant that you: (a) are of legal age to form a binding contract; (b) have not previously been suspended or removed from using our Services; and (c) have full power and authority to enter into this agreement and in doing so will not violate any other agreement to which you are a party. If you are registering to use the Services on behalf of a legal entity, you further represent and warrant that (i) such legal entity is duly organized and validly existing under the applicable laws of the jurisdiction of its organization, and (ii) you are duly authorized by such legal entity to act on its behalf.

PRIVACY POLICY

The Company respects the privacy of its Service users. Please refer to the Company's Privacy Policy (found here: <https://finminity.com/pdfs/Finminity-Privacy-Policy.pdf>) which explains how we collect, use, and disclose information that pertains to your privacy. When you access or use the Service, you signify your agreement to the Privacy Policy as well as these Terms of Use.

USE RESTRICTIONS

Your permission to use the Site is conditioned upon the following use, posting and conduct restrictions:

You agree that you will not under any circumstances:

- access the Service for any reason other than your personal, non-commercial use solely as permitted by the normal functionality of the Service,
- collect or harvest any personal data of any user of the Site or the Service
- use the Site or the Service for the solicitation of business in the course of trade or in connection with a commercial enterprise;

- distribute any part or parts of the Site or the Service without our explicit written permission (we grant the operators of public search engines permission to use spiders to copy materials from the site for the sole purpose of creating publicly-available searchable indices but retain the right to revoke this permission at any time on a general or specific basis);
- use the Service for any unlawful purpose or for the promotion of illegal activities;
- attempt to, or harass, abuse or harm another person or group;
- use another user's account without permission;
- intentionally allow another user to access your account;
- provide false or inaccurate information when registering an account;
- interfere or attempt to interfere with the proper functioning of the Service;
- make any automated use of the Site, the Service or the related systems, or take any action that we deem to impose or to potentially impose an unreasonable or disproportionately large load on our servers or network infrastructure;
- bypass any robot exclusion headers or other measures we take to restrict access to the Service, or use any software, technology, or device to scrape, spider, or crawl the Service or harvest or manipulate data;
- circumvent, disable or otherwise interfere with any security-related features of the Service or features that prevent or restrict use or copying of content, or enforce limitations on use of the Service or the content accessible via the Service; or
- publish or link to malicious content of any sort, including that intended to damage or disrupt another user's browser or computer.

ACCOUNT REGISTRATION

You must create an account with Company to access the Services ("Account"). When you create an Account, you agree to: (a) create a strong password that you do not use for any other website or online service; (b) provide accurate and truthful information; (c) maintain and promptly update your Account information; (d) maintain the security of your Account by protecting your Account password and restricting access to your computer and your Account; (e) promptly notify us if you discover or otherwise suspect any security breaches related to your Account; and (f) take responsibility for all activities that occur under your Account and accept all risks of any authorized or unauthorized access to your Account, to the maximum extent permitted by law. When you create an Account, we assign you an account identifier that you must retain to access your Account.

COPYRIGHTS AND OTHER INTELLECTUAL PROPERTY RIGHTS

Unless otherwise indicated by us, all copyright and other intellectual property rights in all content and other materials contained on our website or provided in connection with the Services, including, without limitation, the Company or Company logo and all designs, text, graphics, pictures, information, data, software, sound files, other files and the selection and arrangement thereof (collectively, "Company Materials") are the proprietary property of Company or our licensors or suppliers and are protected by copyright laws and other intellectual property rights laws. We hereby grant you a limited, nonexclusive and non-sublicensable license to access and use the Company Materials for your personal or internal business use. Such license is subject to these Terms and does not permit (a) any resale of the

Company Materials; (b) the distribution, public performance or public display of any Company Materials; (c) modifying or otherwise making any derivative uses of the Company Materials, or any portion thereof; or (d) any use of the Company Materials other than for their intended purposes. The license granted under this Section will automatically terminate if we suspend or terminate your access to the Services.

TRADEMARKS

“FINMINITY” the Company logo, and any other Company product or service names, logos or slogans that may appear on our Services are trademarks of Company and may not be copied, imitated or used, in whole or in part, without our prior written permission. You will not use any trademark, product or service name of Company without our prior written permission, including without limitation any metatags or other “hidden text” utilizing any trademark, product or service name of Company. In addition, the look and feel of our Services, including all page headers, custom graphics, button icons and scripts, is the service mark, trademark and/or trade dress of Company and may not be copied, imitated or used, in whole or in part, without our prior written permission. All other trademarks, registered trademarks, product names and company names or logos mentioned through our Services are the property of their respective owners. Reference to any products, services, processes or other information, by name, trademark, manufacturer, supplier or otherwise does not constitute or imply endorsement, sponsorship or recommendation by us.

SUSPENSION; TERMINATION

In the event of any Force Majeure Event, breach of these Terms, or any other event that would make provision of the Services commercially unreasonable for Company, we may, in our discretion and without liability to you, with or without prior notice, suspend your access to all or a portion of our Services. We may terminate your access to the Services in our sole discretion, immediately and without prior notice, and delete or deactivate your Account and all related information and files in such account without liability to you, including, for instance, in the event that you breach any term of these Terms.

COOKIE STATEMENT

This site uses cookies. Cookies are small text files that are placed on your computer by websites that you visit. They are widely used in order to make websites work, or work more efficiently, as well as to provide information to the owners of the site. Cookies are typically stored on your computer's hard drive. Information collected from cookies is used by us to evaluate the effectiveness of our Site, analyze trends, and manage the platform. The information collected from cookies allows us to determine such things as which parts of our Site are most visited and difficulties our visitors may experience in accessing our Site. With this knowledge, we can improve the quality of your experience on the platform by recognizing and delivering more of the most desired features and information, as well as by resolving access difficulties. We also use cookies and/or a technology known as web bugs or clear gifs, which are typically stored in emails to help us confirm your receipt of, and response to, our emails and to provide you with a more personalized experience when using our Site.

We also use third party service provider(s), to assist us in better understanding the use of our Site. Our service provider(s) will place cookies on the hard drive of your computer and will receive information that we select that will educate us on such things as how visitors navigate around our site, what pages are browsed and general transaction information. Our service provider(s) analyses this information and provides us with aggregate reports. The information and analysis provided by our service provider(s) will be used to assist us in better understanding our visitors' interests in our Site and how to better serve those interests. The information collected by our service provider(s) may be linked to and combined with information that we collect about you while you are using the platform. Our service provider(s) is/are contractually restricted from using information they receive from our Site other than to assist us.

Your continued use of this site, as well as any subsequent usage, will be interpreted as your consent to cookies being stored on your device.

EMAIL MAY NOT BE USED TO PROVIDE NOTICE

Communications made through the Service's email and messaging system will not constitute legal notice to the Site, the Service, or any of its officers, employees, agents or representatives in any situation where legal notice is required by contract or any law or regulation.

USER CONSENT TO RECEIVE COMMUNICATIONS IN ELECTRONIC FORM

For contractual purposes, you: (a) consent to receive communications from us in an electronic form via the email address you have submitted; and (b) agree that all Terms of Use, agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications would satisfy if it were in writing. The foregoing does not affect your non-waivable rights.

We may also use your email address to send you other messages, including information about the Site or the Service and special offers. You may opt out of such email by changing your account settings, using the "Unsubscribe" link in the message, or by sending an email to contact@finminity.com.

Opting out may prevent you from receiving messages regarding the Site, the Service or special offers.

WARRANTY DISCLAIMER

The service, is provided "as is," without warranty of any kind. Without limiting the foregoing, we expressly disclaim all warranties, whether express, implied or statutory, regarding the service including without limitation any warranty of merchantability, fitness for a particular purpose, title, security, accuracy and non-infringement. Without limiting the foregoing, we make no warranty or representation that access to or operation of the service will be uninterrupted or error free. You assume full responsibility and risk of loss resulting from your downloading and/or use of files, information, content or other material obtained from the

service. Some jurisdictions limit or do not permit disclaimers of warranty, so this provision may not apply to you.

LIMITATION OF DAMAGES; RELEASE

To the extent permitted by applicable law, in no event shall the site, the service, its affiliates, directors, or employees, or its licensors or partners, be liable to you for any loss of profits, use, or data, or for any incidental, indirect, special, consequential or exemplary damages, however arising, that result from: (a) the use, disclosure, or display of your user content; (b) your use or inability to use the service; (c) the service generally or the software or systems that make the service available; or (d) any other interactions with use or with any other user of the service, whether based on warranty, contract, tort (including negligence) or any other legal theory, and whether or not we have been informed of the possibility of such damage, and even if a remedy set forth herein is found to have failed of its essential purpose. some jurisdictions limit or do not permit disclaimers of liability, so this provision may not apply to you.

MODIFICATION OF TERMS OF USE

We can amend these Terms of Use at any time and will update these Terms of Use in the event of any such amendments. It is your sole responsibility to check the Site from time to time to view any such changes in this agreement. Your continued use of the Site or the Service signifies your agreement to our revisions to these Terms of Use. We will endeavor to notify you of material changes to the Terms by posting a notice on our homepage and/or sending an email to the email address you provided to us upon registration. For this additional reason, you should keep your contact and profile information current. Any changes to these Terms (other than as set forth in this paragraph) or waiver of our rights here under shall not be valid or effective except in a written agreement bearing the physical signature of one of our officers. No purported waiver or modification of this agreement on our part via telephonic or email communications shall be valid.

MISCELLANEOUS

Entire Agreement; Order of Precedence - These Terms contain the entire agreement, and supersede all prior and contemporaneous understandings between the parties regarding the Services. These Terms do not alter the terms or conditions of any other electronic or written agreement you may have with Company for the Services or for any other Company product or service or otherwise. In the event of any conflict between these Terms and any other agreement you may have with Company, the terms of that other agreement will control only if these Terms are specifically identified and declared to be overridden by such other agreement.

Amendment - We reserve the right to make changes or modifications to these Terms from time to time, in our sole discretion. Amended Terms will become effective immediately on the date they are posted to the Services unless we state otherwise via our notice of such amended Terms. Any amended Terms will apply prospectively to use of the Services after such changes become effective. Your continued use of the Services following the effective date of such changes will constitute your acceptance of such changes. If you do not agree to any amended Terms, you must discontinue using the Services.

Waiver - Our failure or delay in exercising any right, power or privilege under these Terms will not operate as a waiver thereof.

Severability - The invalidity or unenforceability of any of these Terms will not affect the validity or enforceability of any other of these Terms, all of which will remain in full force and effect.

Force Majeure Events - Company will not be liable for any loss or damage arising from any event beyond Company's reasonable control, including, but not limited to, flood, extraordinary weather conditions, earthquake, or other act of God, fire, war, insurrection, riot, labor dispute, accident, action of government, communications, power failure, or equipment or software malfunction (each, a "Force Majeure Event").

Assignment - You may not assign or transfer any of your rights or obligations under these Terms without prior written consent from Company, including by operation of law or in connection with any change of control. Company may assign or transfer any or all of its rights under these Terms, in whole or in part, without obtaining your consent or approval.

YOU ACKNOWLEDGE THAT YOU HAVE READ THESE TERMS OF USE, UNDERSTAND THE TERMS OF USE, AND WILL BE BOUND BY THESE TERMS AND CONDITIONS. YOU FURTHER ACKNOWLEDGE THAT THESE TERMS OF USE TOGETHER WITH THE PRIVACY POLICY AT <https://finmimity.com/pdfs/Finmimity-Privacy-Policy.pdf> REPRESENT THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN US AND THAT IT SUPERSEDES ANY PROPOSAL OR PRIOR AGREEMENT ORAL OR WRITTEN, AND ANY OTHER COMMUNICATIONS BETWEEN US RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT.