

Terms & Conditions of SmartMoneyMatch

PLEASE READ THESE TERMS & CONDITIONS BEFORE USING THIS WEBSITE.

Last updated November 16, 2019

Acceptance of the Terms & Conditions. These Terms and Conditions govern <https://www.smartmoneymatch.com> and all affiliated pages, that are accessible with or without a username and password, including but not limited to text, content, photographs, video, audio, graphics and services (collectively, this "Site").

Please read these Terms & Conditions carefully before you start to use the Site.

By using the Site, you signify your acceptance of these Terms and Conditions.

1. Changes to the Terms & Conditions.

4Finance Ltd reserves the right to change these Terms and Conditions at any time at its sole discretion by posting revisions on the Site. Such revisions will be effective immediately upon posting them to the Site. Your use of the Site after such changes have been posted shall constitute your acceptance of the revised Terms and Conditions.

2. Accessing this Site and Account Security.

a. By using this Site, you represent and warrant that you are 13 years or older. If you are under the age of 13 years, you agree not to visit the Site.

b. 4Finance Ltd reserves the right to withdraw or amend the Site, and any service or material we provide on the Site, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Site is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Site, or the entire Site, to users, including registered users.

c. You are responsible for making all arrangements necessary for you to have access to the Site.

d. To access the Site or some of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your using the Site that all the information you provide on the Site is correct, current and complete.

e. If you choose, or you are provided with, a user name, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any third party. You agree to immediately notify the Site Administrator of any unauthorized use of your user name or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

f. The Site Administrator has the right to disable any user identification code or password, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including, if in our opinion, you have failed to comply with any provision of these Terms & Conditions.

g. You may use the Site only for lawful purposes and in accordance with these Terms & Conditions. You agree to use the information contained in the member directory for lawful and legitimate purposes, such as networking or obtaining member contact information for your own lawful uses. You agree not to use the Site:

3. Prohibited Uses.

a. You may use the Site only for lawful purposes and in accordance with these Terms and Conditions. You agree to use the information contained in the member directory for lawful and legitimate purposes, such as networking or obtaining member contact information for your own lawful uses. You agree not to use the Site:

i. For the purpose of exploiting, harming or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information or otherwise;

ii. To gather or attempt to gather personal information belonging to members, users, or member organizations for the purposes of spamming, marketing, selling to third parties, or otherwise sharing beyond the reasonable uses of the Site;

iii. To impersonate or attempt to impersonate 4Finance Ltd or a 4Finance Ltd employee, another user, or person or entity (including, without limitation, the use of names or email addresses associated with any of the foregoing);

iv. To gather or attempt to gather personal information belonging to members, users, or member organizations for the purposes of spamming, marketing, selling to third parties, or otherwise sharing beyond the reasonable uses of the Site;

v. To transmit, or procure the sending of, any advertising or promotional material, including any "junk mail", "chain letter" or "spam" or any other similar solicitation;

vi. To impersonate or attempt to impersonate 4Finance Ltd or any 4Finance employee, another user, or person or entity (including, without limitation, the use of names or email addresses associated with any of the foregoing); or

vii. To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Site, or which, as determined by us, may harm 4Finance Ltd or users of the Site or expose them to liability.

b. Additionally, you agree not to:

i. Use the Site in any manner that could disable, overburden, damage, or impair the Site or interfere with any other party's use of the Site, including their ability to engage in real-time activities through the Site;

ii. Use any robot, spider or other automatic devices, process or means to access the Site for any purpose, including monitoring or copying any of the material on the Site;

iii. Use any manual process to monitor or copy any of the material on the Site or for any other unauthorized purpose without the prior written consent;

iv. Use any device, software or routine that interferes with the proper working of the Site;

v. Attempt to gain unauthorized access to, interfere with, damage or disrupt any part of the Site, the server on which any part of the Site is stored or any server, computer or database connected to the Site;

vi. Access or search or attempt to access or search the Site by any means (automated or otherwise) other than through our currently available, published interfaces provided by the SMARTMONEYMATCH; or

vii. Otherwise, attempt to interfere with the proper working of the Site.

4. Intellectual Property Rights.

a. The Site and its entire contents, features and functionality (including but not limited to all information, software, text, displays, images, video and audio, and the design, selection and arrangement thereof), are owned by 4Finance Ltd, its licensors or other providers of such material and are protected by Swiss and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws.

b. Some of the content on the Site is not available for downloading, such as our copyrighted works that we do not distribute or works of others that we are not permitted to distribute. Selected content may be downloaded by you pursuant to these Terms & Conditions ("Available Content") except where expressly indicated. Users are granted a limited, revocable, nonexclusive, nontransferable license to Available Content conditioned on the user's continued compliance with these terms. YOU MAY REVIEW, DOWNLOAD, COPY, DISTRIBUTE AND USE THE AVAILABLE CONTENT SOLELY FOR THE PURPOSE OF FURTHERING YOUR MISSION IN THE ORDINARY COURSE OF YOUR GOVERNMENTAL, CHARITABLE OR SOCIAL PURPOSE AND ATTENDANT OPERATIONS, PROVIDED THAT YOU PROPERLY ATTRIBUTE SUCH CONTENT TO THE SITE. FOR THE SAKE OF CLARITY, PROPER ATTRIBUTION INCLUDES THE REPRODUCTION OF ALL COPYRIGHT NOTICES. YOU MAY NOT SELL THE AVAILABLE CONTENT OR OTHERWISE DISTRIBUTE IT FOR A FEE. YOU WILL NOT USE OR DISCLOSE IT OR THE SITE TO ANY THIRD PARTIES EXCEPT AS EXPRESSLY PERMITTED BY THESE TERMS. ANY PERMISSION TO USE AVAILABLE CONTENT IS REVOCABLE BY 4FINANCE Ltd AT ITS SOLE DISCRETION AT ANY TIME UPON NOTICE PROVIDED BY 4FINANCE Ltd.

c. You must not:

i. Modify copies of any materials from the Site;

ii. Use any illustrations, photographs, video or audio sequences or any graphics separately from the accompanying text; or

iii. Delete or alter any copyright, trademark or other proprietary rights notices from copies of materials from the Site.

d. You must not reproduce, sell or exploit for any commercial purposes any part of the Site, access to the Site or use of the Site or any services or materials available through the Site.

e. No right, title or interest in or to the Site or any content on the Site is transferred to you, and all rights not expressly granted are reserved by 4Finance Ltd. Any use of the Site not expressly permitted by these Terms & Conditions is a breach of these Terms & Conditions and may violate copyright, trademark and other laws.

5. User-Provided Information – Content Standards.

a. You hereby grant to the Site a nonexclusive, global, royalty-free, irrevocable license (with a right to grant sublicenses) to make any use of information you provide to 4Finance Ltd through the Site ("User-Provided Information"), consistent with the terms of our [Privacy Policy](#).

b. You represent and warrant that you own or control sufficient rights in User-Provided Information to grant 4Finance Ltd and its affiliates the license granted above. You represent and warrant that the User-Provided Information does and will comply with these Terms and Conditions, and you agree to defend, indemnify and hold harmless 4Finance Ltd and its affiliates and licensors for any breach of that representation and warranty. You understand and acknowledge that you, not 4Finance Ltd, have full responsibility for the content of the User-Provided Information, including its legality, reliability, accuracy, completeness, and appropriateness, including but not limited to information concerning any and all funds described on the Site. You agree that 4Finance Ltd, its affiliates, and any of its affiliates' officers, directors, agents or employees are not responsible for the content or accuracy of any materials provided by you or any other user of the Site.

c. In addition to the foregoing, all User-Provided Information must comply with all applicable local and international laws and regulations. Without limiting the foregoing, User-Provided Information must not:

i. Contain any material which is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory or otherwise objectionable;

ii. Promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;

iii. Infringe any patent, trademark, trade secret, copyright or other intellectual property rights of any other person;

iv. Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms and Conditions and our Privacy Policy;

v. Be likely to deceive any person;

vi. Promote any illegal activity, or advocate, promote or assist any unlawful act;

vii. Cause annoyance, inconvenience or needless anxiety or be likely to upset, embarrass, alarm or annoy any other person;

viii. Involve commercial activities or sales, such as contests, sweepstakes, and other sales promotions, barter or advertising; and

ix. Give the impression that they emanate from us or any other person or entity if this is not the case.

x. Evade any publication law regarding the placement of any offers. This is true for all jurisdictions, so you guarantee by using this platform to only make offers visible to users you are allowed to according to the local law of the user's jurisdiction you make your offer visible and the regulation of the legal domicile of your offering. Also, the law of your personal/company domicile has to be fully fulfilled.

6. You acknowledge that your participation in or use of the Site does not exempt you from compliance with any applicable obligations under Swiss securities laws or the securities laws of any other jurisdiction, including without limitation compliance with any applicable requirements, in connection with any offer or sale of securities you may make to any user or third-party and the laws from your jurisdiction (if they are more restricting) and the jurisdictions you indicate any securities as available. You further acknowledge that participation in the Site does not provide any basis for you to make a determination as to a user's or third party's accreditation or sophistication, and any such determination made by you must be independent of any facts related to or arising out of information on the Site.

7. Site Content does not constitute investment advice or an offer to invest and is not intended for trading purposes. Users should consult with their own investment, accounting, legal and tax advisers to evaluate independently the risks, consequences, and suitability of any investment made by them. Should you determine independently to make investments of any kind in any listed fund of any Contributor, you agree that you will not do so for a period of 30 days following receipt of your password (other than a fund in which you, your firm, or its affiliates already invest, has already been solicited for or is already actively considering an investment in).

8. Monitoring and Enforcement.

a. 4Finance has the right to:

i. Remove or refuse to post any User-Provided Information for any or no reason in our sole discretion;

ii. Take any action with respect to any user contribution that we deem necessary or appropriate in our sole discretion if we believe that such user contribution violates these Terms and Conditions, infringes any intellectual property right or other rights, threatens the personal safety of users of the Site and the public or could create liability for 4Finance Ltd;

iii. Disclose your identity to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy;

iv. Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Site; and

v. Terminate your access to all or part of the Site for any or no reason, including without limitation, any violation of these Terms and Conditions.

b. Without limiting the foregoing, we have the right to fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity of anyone posting any materials on or through the Site. YOU WAIVE ANY CLAIM AGAINST 4FINANCE Ltd AND HOLD 4FINANCE Ltd HARMLESS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY 4FINANCE Ltd DURING OR AS A RESULT OF ITS INVESTIGATIONS AND FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER 4Finance Ltd OR LAW ENFORCEMENT AUTHORITIES.

c. However, we cannot review all material before it is posted on the Site, and cannot ensure prompt removal of objectionable material after it has been posted. 4Finance Ltd assumes no liability for any action or inaction regarding transmissions, communications or content provided by any user or third party. 4Finance Ltd has no liability or responsibility to anyone for performance or nonperformance of the activities described in this paragraph.

9. Reliance on Information Posted.

a. The information presented on or through the Site is made available solely for general information purposes. 4Finance Ltd does not warrant the accuracy, completeness or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Site, or by anyone who may be informed of any of its contents.

b. The Site may contain estimates, projections or other statements that are forward-looking in nature (“Forward-Looking Statements”). Any such Forward-Looking Statements are inherently speculative and subject to numerous risks and uncertainties. Actual results and performance may be significantly different from historical experience and present expectations or projections. 4Finance Ltd undertakes no obligation to publicly update or revise any Forward-Looking Statements.

10. Not Investment Advice or an Offer to Invest; Certain Related Restrictions. The content of the Site does not constitute investment advice or an offer to invest and is not intended for trading purposes. Users need to consult with their own investment, accounting, legal and tax advisers to evaluate independently the risks, consequences, and suitability of any investment made by them.

11. Changes to the Site. We may update this website from time to time, but its content is not necessarily complete or up-to-date. Any of the material provided by the Site may be out of date at any given time, and 4Finance Ltd is under no obligation to update such material. We may change the Site at any time with or without notice. We may suspend access to the Site, or close it indefinitely.

12. Information about You and Your Use of the Site. All information 4Finance Ltd collects through this Site is subject to our Privacy Policy. By using the Site, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy. You represent and warrant that all data provided by you is accurate.

13. Linking to the Site.

a. You may link to the Site or other pages owned or operated by 4Finance Ltd, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but 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.

b. You must not establish a link from any website that is not owned by you.

14. Links from the Site. If the Site contains links to other websites and resources provided by third parties, these links are provided for your convenience only. 4Finance Ltd has no control over the contents of those websites or resources and accepts no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third-party websites linked to the Site, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

15. Geographic Restrictions. The Site is operated by 4Finance Ltd from its offices within Switzerland with a server in Germany. You may not use or export the Site Content in

violation of applicable export laws and regulations. Site content is not intended for distribution to, or use by, any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject 4Finance Ltd to any registration or other requirements within such jurisdiction or country. 4Finance Ltd reserves the right to limit access or availability of the Site to any person, geographic region or jurisdiction.

16. Disclaimer of Warranties.

a. You understand that 4Finance Ltd cannot and does not guarantee or warrant that files available for downloading from the Internet or the Site will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to the Site for any reconstruction of any lost data. WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE SITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SITE OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.

b. YOUR USE OF THE SITE, ITS CONTENT AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE SITE IS AT YOUR OWN RISK. THE SITE, ITS CONTENT AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE SITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER 4FINANCE Ltd NOR ANY PERSON ASSOCIATED WITH 4FINANCE Ltd MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY OR AVAILABILITY OF THE SITE. WITHOUT LIMITING THE FOREGOING, NEITHER 4FINANCE Ltd NOR ANYONE ASSOCIATED WITH 4FINANCE Ltd REPRESENTS OR WARRANTS THAT THE SITE, ITS CONTENT OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SITE WILL BE ACCURATE, RELIABLE, ERROR-FREE OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT THE SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT THE SITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SITE WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

c. 4Finance Ltd HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE.

d. THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

17. Limitation of Liability

a. IN NO EVENT WILL 4FINANCE Ltd, ITS AFFILIATES OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE SITE, ANY WEBSITES LINKED TO IT, ANY CONTENT OF THE SITE OR SUCH WEBSITES OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SITE OR SUCH WEBSITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE.

b. THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

18. Indemnification. To the fullest extent permitted by law, you shall indemnify 4Finance Ltd and all of its officers, employees, directors, owners, agents, affiliates, licensors and licensees (collectively, the "Indemnified Parties") from and against any and all losses and liabilities, including, without limitation, reasonable attorneys' fees incurred by the Indemnified Parties in connection with any claim arising from or related to your breach of these Terms and Conditions, your use of the Site, any content provided by you, any misrepresentation or breach of representation or warranty made by you contained herein or any breach of any covenant or agreement to be performed by you hereunder. You shall cooperate as fully as reasonably required in the defense of any such claim.

19. Governing Law. These Terms and Conditions and all disputes or controversies arising out of or relating to these Terms and Conditions and your use of the Site shall be governed by, and construed in accordance with, the laws of Switzerland without regard to conflicts of law's provisions that would require the laws of another jurisdiction to apply.

20. Limitation on Time to File Claims. ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS AND CONDITIONS OR THE SITE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

21. Waiver and Severability.

a. No waiver of these Terms and Conditions by 4Finance Ltd shall be deemed a further or continuing waiver of such term or condition or any other term or condition, and any failure of 4Finance Ltd to assert a right or provision under these Terms and Conditions shall not constitute a waiver of such right or provision.

b. If any provision of these Terms & Conditions is held by a court of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms & Conditions will continue in full force and effect.

24. Your Comments and Concerns.

a. The Site is operated by 4Finance Ltd, located at Hammerstrasse 78, 8032 Zurich, Switzerland

b. If you believe that your copyrighted work has been copied in a way that constitutes copyright infringement, please provide 4Finance Ltd the following in written:

i. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;

ii. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online website are covered by a single notification, a representative list of such works at that website;

iii. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit 4Finance Ltd to locate the material;

iv. Information reasonably sufficient to permit 4Finance Ltd to contact you, including at least your name, address and telephone number;

v. A statement that you have a good-faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and

vi. A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

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Thank you for visiting our Site.