



## GENERAL TERMS AND CONDITIONS

Valid as of October 2019

### INTRODUCTION

The present General Terms and Conditions together with the [Privacy Policy](#) and any other terms, rules, or guidelines accessible on our website (collectively, the “Client Agreement”) set out the terms upon which we — Findilao Ltd, a financial media publishing company with Headquarters located in Bulgaria, 9002 Varna, 54 Osmi Primorski Polk Blvd, Central Point, 6th fl., trade registration number (UIC) 204977814, VAT number BG204977814 (also referred to as “we”, “us”, “our”, “Findilao”, “the company” or “our company”) — will offer our e-Services (including, but not limited to mobile applications, e-books, e-newsletters, financial markets reports, live trading rooms, trading Expert Advisors) to you and shall govern all and/or any of the e-Services offered by us to you during the course of the Client Agreement. The website, content (including user content, defined below) and e-Services are collectively defined as the “website”.

You should read the Client Agreement carefully to ensure that you understand your rights and obligations in accordance with the terms mentioned there, the nature of e-Services offered, and the liabilities associated with the e-Services. It is your responsibility to seek independent advice to ensure that you fully understand the Client Agreement.

We develop and deliver our e-Services, and you buy and use them as purely informational content. This content is modified (adapted and/or translated), published and distributed by us via the website or any other means of electronic communication in selected languages to match the specifics of the respective target audiences. We have obtained the necessary authorisations by our suppliers and licensors in the form of copyright license agreements for delivering the content of the e-Services, where applicable. Our company acts solely as a publisher of informational e-Services in the fields of finance and investment.

The conditions for purchasing, accessing and using the e-Services presented on the website are defined by our company in compliance with the laws of Bulgaria considering the recommendations and regulations in the relevant EU regulations, including, without limitation, the General Data Protection Regulation. None of our suppliers and/or licensors should be held liable for the conditions presented on the website. These conditions may also vary based on your country of residence and your preferred language. You understand that we also use third-party vendors and hosting partners to provide the necessary hardware, software, networking, storage, and related technology required to run our e-Services. Where applicable, we will also use on an outsource basis third-party financial service providers for the execution of trading orders or other transactions by you. Our company is not in any way involved in the provision of investment advice, recommendation, portfolio management, or any other services that require a licence, as per the rules of the applicable EU regulations.



By accepting the Client Agreement for using an e-Service published by us on the website or elsewhere, you become our client. Therefore, the Client Agreement is between you and our company, but not between you and our suppliers or licensors (if any). It is subject to your acceptance without amendment. If you do not agree to these general terms and conditions, please do not use our e-Services. If these terms and conditions are considered an offer by us, acceptance is expressly limited to them.

We may make changes to the Client Agreement from time to time. When we do, we will revise the “valid as of” date given above. It is your responsibility to review this document frequently and to be aware of any changes to it. Its then-current version will replace all earlier versions. You agree that your continued use of our e-Services after such changes have been published to the website will constitute your acceptance of these reviewed terms and conditions. By ticking the checkbox “I have read, understood and agreed to the General Terms and Conditions” shown on the webpages presenting our e-Services, before your purchase, you explicitly and implicitly agree to be bound by our Client Agreement each time you access our website and use our e-Services.

The Client Agreement overrides any other agreements, arrangements, express or implied statements made by our company or any Introducer(s).

## **1. LICENCE TO USE OUR E-SERVICES**

1.1. Subject to these General Terms and Conditions, we and our licensors grant you a limited, personal, non-exclusive, non-transferable license to use our e-Services for your use and not for resale or further distribution. Your right to use our e-Services is limited by all general and service-specific terms and conditions associated with the Client Agreement. Except for your pre-existing rights and this licence granted to you, we retain all rights, title and interest in and to our e-Services, and our licensors retain all related intellectual property rights.

1.2. Our e-Services and those of our suppliers and licensors are protected by applicable intellectual property laws, including the Bulgarian copyright law and international treaties. Except as otherwise explicitly mentioned in these General Terms and Conditions or as may be expressly permitted by applicable law, you will not permit or authorise any third party to:

1.2.1. reproduce, modify, translate, enhance, decompile, disassemble, reverse engineer or create derivative works of any of our e-Services;

1.2.2. rent, lease, or sublicense access to any of our e-Services;

1.2.3. circumvent or disable any security or technological features or measures of our e-Services;

1.2.4. use the e-Services in a manner that overburdens, or threatens the integrity, performance or availability of our e-Services;



1.2.5. modify, adapt, or hack the e-Services or modify another website to falsely imply that it is associated with the e-Services offered by our company;

1.3. We reserve any rights not explicitly granted in this document.

1.4. Depending on the country of your billing address (your address is shown in your paper bills or bank statements), your access to certain e-Services offered on our website may be restricted. If such a restriction is applicable, we will provide you with the proper means to check the service's availability by stating in advance the country of your billing address.

1.5. We reserve the right to refuse service to anyone for any reason at any time. It is also understood that our company is not required (and may not be able) to accept you as a client also under applicable regulations and/or until all required documentation has been received by us, properly and fully completed by you, and all our internal checks have been completed satisfactorily. For doing such checks, we may request from you additional information proving your billing address or payments.

1.6. We reserve the right at any time and from time to time to modify or discontinue, temporarily or permanently, the e-Services (or any part connected to them) with or without notice.

1.7. We record your use of our e-Services and may use such records in both internal and external reports.

## **2. YOUR FINDILAO ACCOUNT**

2.1. To purchase our paid e-Services, activate and start using them, you may be required to register an account on our member portal accessible via our Website or a mobile application. You are responsible for providing us with the correct and complete information necessary to open and activate your account. You are always required to keep your account information (especially contact details) up-to-date and apply any necessary changes.

2.2. If you are entering into the Client Agreement on behalf of a legal entity, such as the company you work for, you warrant that you have the legal authority to bind that entity to the Client Agreement.

2.3. You must be at least 18 years old to use our e-Services.

2.4. Accounts registered by "bots" or other automated methods are not permitted.

2.5. The Client Agreement will take effect and commence upon your receipt of our notice informing you that we accepted you as a client and your Account has been created.

2.6. You must provide your full name, a valid email address and any other information requested to complete the signup process, set up and maintain your account. This personal information is collected at the minimum possible extent that will allow us to recognise you as a client, fulfil our legal and tax obligations, provide you with our e-Services and communicate with you. Your personal information is securely stored on a remote server and will not be disclosed by us to any third party unless required by applicable law or any agreement we have with our suppliers or licensors.



2.7. Any time, at our discretion, we may ask you to provide your billing details, allowing us to verify your identity and authorise your access to the purchased services within the member portal.

2.8. We secure your account login credentials through SSL encryption.

2.9. You are responsible for the safety of your account and all activities that occur under the account and any other actions taken in connection to your account. You must immediately notify us of any unauthorised use of your account or any other breaches of security. We will not be liable for any acts or omissions of yours, including damages of any kind incurred because of such acts or omissions.

2.10. You can close your account upon cancellation of all service plans that you have purchased from us. For verifying your cancellation request, we may require authorisation. Once your account is closed, we will store your personal information in our archive for a reasonable period so that we can recognise you as a returning client in the future. The period for which we store personal information depends on the type of information collected and is defined in compliance with the applicable EU data protection regulation considering both your and our legal interests. For preventing registration and subscription fraud, we may store your contact email address for a maximum of 24 months after the closure of your account. To fulfil our legal and tax obligations, we may store your name and billing details for a maximum of 5 years after the closure of your account. For your identification as our returning client, we may store your other personal information for a maximum of 6 months after the closure of your account. However, you may request that all your personal information, except your name and billing details, to be completely and immediately removed from our servers after the closure of your account. Please note, that any deleted data cannot be recovered on our servers and you will need to provide it again as a returning client.

2.11. You may not use the account and the e-Services we provide for any illegal or unauthorised purpose. You must not, in the use of the e-Services, violate any laws in your jurisdiction.

2.12. We may, at our discretion, suspend your account or your usage of our e-Services at any time for any good reason with or without notice.

### **3. PAYMENT**

3.1. You can purchase from us a subscription-based service plan or a one-time e-Service (when such is available) and settle a payment using any available methods (bank cards, wire transfer, e-wallets and so on). If none of the supported payment methods is available in your country, then you should contact us at [support@findilao.com](mailto:support@findilao.com) to review alternative payment options. The payment methods may be different for specific e-Services.

3.2. Your payment account will be charged once or regularly according to the applied billing frequency (monthly, quarterly, annually, etc.) and the e-Service you have bought.

3.3. We do not store any bank card information related to your payment. All such information is processed and stored securely by our payment service providers in line with their Privacy Policies and security



standards. We may collect, store and process your billing information to verify and authorise your purchase order and activate your service plans fulfilling our tax obligations. If wire transfers are an appropriate payment option, we may collect, process and store information that identifies your bank accounts for properly executing and recognising the payment. We consider all your payment information strictly confidential and will not disclose it to any third parties other than those listed in clause 8 and according to the provisions of our Privacy Disclosure outlined in this same clause.

3.4. E-Services: We have free and paid informational e-Services available. Our e-Services are subscription-based unless specified otherwise in an e-Service's description, e.g. one-time e-Services. You can find the conditions for purchasing and using an e-Service in its description.

3.5. You agree to abide by the following payment policies strictly:

3.5.1. Pricing policy:

- We show the end price (including VAT or another sales tax, if applicable) of an e-Service on its website.
- The price does not include any additional costs you may incur using the related services of third-party providers (such as VPS fees, brokerage commissions, performance fees, and so on).
- From time to time, we may offer special promotions and discounts for first-time or loyal clients. The conditions of such promotions will be communicated on the webpage of the relevant e-Service or via email to the corresponding clients.
- We reserve the right to review and update the prices of the offered e-Services in line with changing inflation or other economic conditions.
- The prices of all e-Services are subject to change upon 60 days' notice from us to all clients that have a subscription-based service plan. Such notice may be provided at any time by email sent to the address used for your account registration. If you as a client disagree with such a change, you may cancel your subscription within the notice period according to the cancellation policy.
- We, at our discretion, may exclude you from future changes to the price of the purchased e-Service.
- The price of an e-Service may vary based on the clients' country of residence, and we define it at our discretion based on the costs that we incur for serving clients from specific countries. We shall not be liable to you for any price change to, or price difference in, the e-Services.

3.5.2. Preview policy:

- Whenever and to the extent applicable, we will provide you with a preview of the offered e-Services (e.g. samples, limited access or other means of evaluation of the e-Services' quality) to facilitate your informed purchase decision.

- We encourage you to take your time and review the provided demonstrations before making an actual purchase.
- For any questions or a specific service demonstration, you may contact our Customer Support at [support@findilao.com](mailto:support@findilao.com).

#### 3.5.3. Testing policy:

- We may offer a free or paid trial period for all subscription-based e-Services.
- For each e-Service, you are entitled to only one trial period.
- To start a trial period of a selected e-Service (if such is available), you may be required to enter payment information and complete the purchase of the e-Service in the secure checkout page of the available payment service provider and register an account with Findilao for follow-up verification.
- The date of confirming the purchase is considered your subscription date when the trial period starts.
- Attempts for trial frauds will lead to immediate suspension of your account with Findilao and cancellation of the purchased service.

#### 3.5.4. Billing policy:

- Depending on the e-Service (one-time or subscription-based), we provide you with one-time or continuous access (period-to-period).
- For subscription-based e-Services, charges occur each renewal day (the same day at the start of each period that you initially registered for the plan).
- Your first charge occurs according to the terms of your service plan.
- If you purchase a one-time e-Service, your charges will be billed only on the date of the purchase.
- We may collect your billing details directly from the payment service provider or through other available means to fulfil our tax and invoicing obligations.
- It is your sole responsibility to provide correct billing details and keep them up-to-date in your account with Findilao.

#### 3.5.5. Refund policy:

- Until the end of a paid trial period, you may cancel your subscription and will receive a full refund for the amount spent on the e-Service.
- You may receive a time-based pro-rata refund for specific e-Services after the trial period only in case of a termination of the e-Service you purchased from us or if you cancel your subscription in disagreement with an updated version of these General Terms and Conditions. We will calculate this pro-rata refund according to the length (in days) of the e-Service provided by us for the current billing

period. You are also eligible for such a pro-rata refund in case we fail to deliver the purchased e-Service for any reason, except force majeure events, within a specific billing period. All refunds apply solely for the current active billing period and do not concern past (completed) billing periods.

- However, no refunds (pro-rata or otherwise) are provided upon cancellation after the trial period when we adequately deliver a purchased e-Service. If you cancel after the trial period before an upcoming renewal day, you will not receive a refund, but you will not be charged on the following renewal day and henceforth.

3.5.6. Renewal policy: A subscription will automatically renew at the end of its term unless you cancel it as provided in the respective policy.

3.5.7. Failed charges policy:

- If we are unable to bill your bank card, your account will enter the dunning process, and you will then have up to five days from the failed charge date to update your card information before we limit your access to your account.
- If you have purchased a one-time e-Service, you will need to update your card information no later than one day before the e-Service's expected delivery date. Failure to do so will result in termination of your access to the one-time e-Service.
- Access to an e-Service that we terminated due to failed payment may be reactivated if you enter valid payment information and we can successfully process your card for all charges accrued on the account since the failed card payment.

3.5.8. Cancellation policy:

- You may cancel a subscription at any time using the functionality of the member portal or sending us a request at [support@findilao.com](mailto:support@findilao.com).
- Once you submit and confirm a request for cancellation after the end of the trial period, you will be able to continue using the e-Service until the end of the current (active) billing period.
- If you submit and confirm a request for cancellation before the end of the trial period, unless otherwise specified, we will deactivate your access to the purchased e-Service on the date of the cancellation.
- If you cancel your subscription, your billing information may be archived and stored securely on the payment platform that you use. We will process it for identifying you as a customer for future purchases and preventing any fraud.
- You can find more information about the period and rules for storing your data in the privacy policies of the payment service providers or the Client Agreement.



- We may cancel your subscription immediately with no rights for a refund if we detect any fraudulent actions from you and have legal proofs to believe that such acts occurred.

## 4. DELIVERY

4.1. You may receive the purchased e-Services by accessing specific content. The delivery channels depend on the type of e-Service and could be all or some of the following:

4.1.1. An email message;

4.1.2. The website of Findilao;

4.1.3. Browser notifications;

4.1.4. Interactive online audio and video streaming platforms;

4.1.5. A mobile application;

4.1.6. Other context-specific channels;

4.2. We grant you access to the specific content on the e-Service's purchase date or within the trial period at the earliest possible moment. You can start using the purchased e-Services after their delivery.

4.3. To facilitate your best possible user experience, if applicable, we may recommend that you use third-party service providers, for example, brokerage companies for the execution of trade orders. We make our recommendations based on contractual agreements with these service providers. We may receive remuneration from the service providers recommended if you decide to use their services for the first time as our client. The selection of a third-party service provider is entirely within your discretion and responsibility. The service delivery and usability conditions may vary according to your selected provider. To the maximum extent of our knowledge, we will inform you of any such variations and should not be held liable for any results caused by them. Our recommendations of service providers should be considered purely informative and non-binding. Our core business is not to provide such proposals, and we see them as a facilitation of the overall user experience of our e-Services.

## 5. USER CONTENT

5.1. You represent and guarantee that: (1) any information you provide in connection to your use of a website, a mobile application or another platform owned by us is true, accurate and complete and you will maintain and update such information regularly; and (2) you will respect the intellectual property and other informational and all rights of our company, its suppliers and licensors, and others.

5.2. In these General Terms and Conditions, the content you or other users upload to our platforms, includes, but is not limited to, pictures, texts, opinions, feedback, suggestions, ideas, personalisation settings and other information or content, which is or may be provided to us or placed on the platform or related means ("user content").



5.3. We relinquish any responsibility regarding your disclosure of personally identifiable or confidential information you submit via the website to other users. It is your responsibility to ensure that website users to whom you provide personally identifiable or sensitive information will take appropriate security and non-disclosure measures.

## **6. PROHIBITED USER CONTENT**

6.1 Our company has the right to remove user content at our discretion and may terminate accounts of Users who violate the Client Agreement. You agree that you will not under any circumstances transmit any user content (including software, text, images, or other information) that:

6.1.1. Is illegal or promotes illegal activities;

6.1.2. Targets, slanders or fuels violence against any individual or group;

6.1.3. Is pornographic, or discriminates against an individual or group based on their social or cultural status, be it religion, gender, sexual orientation, ethnicity, age, or disability;

6.1.4. Is spam, constitutes illegal or unwanted advertising, unauthorised solicitation, or any form of lottery or gambling;

6.1.5. Contains or installs any computer malware or viruses or other content that is designed or intended to disrupt or damage any software, hardware, or telecommunications equipment or to obtain unauthorised access to any data of any third party;

6.1.6. Infringes on any branded right of any party, including trademark, copyright, the right of publicity, or other rights;

6.1.7. Impersonates any person or entity, including any of our employees or representatives; or

6.1.8. Violates the privacy of any third party.

## **7. REVIEW OF USER CONTENT**

7.1 We cannot and do not undertake screening, reviewing, editing, censoring or otherwise filtering or controlling user content or the behaviour of users of user content or the website. Our company may, but shall not be obliged to, review, either manually or automatically, all user content which is or may be uploaded on our platforms and monitor or review any areas of the platforms where users transmit or post communications or communicate with each other or with us (as applicable). We retain the right (but disclaims any obligation) to reject, not post, not use, remove, amend, deny access to and/or delete any user content, without notification, which, at our sole discretion, we deem a breach of these General Terms and Conditions. Our company retains the right to cooperate with any law enforcement authorities, or in response to court and other official requests directing that we disclose the identity of anyone posting user content.



## 8. PRIVACY DISCLOSURE

8.1. We may request and collect from you specific non-sensitive personal data to fulfil our contractual obligations according to the Client Agreement, including the [Terms of Use](#) of the website.

8.2. Your data collected by us will be stored, processed, and protected under the rules of the EU's General Data Protection Regulation.

8.3. We will use your details only to identify you as our customer, for authorising and maintaining your access to the purchased products and services via our secure client portal and for other purposes described in our [Privacy Policy](#).

8.4. We may disclose your data to independent third-party data processors and controllers within or outside the EU who are involved in serving you as a client of Findilao only based on applicable legislation and contractual agreements we have with such third-parties as per the provisions of clause 8.5.

8.5. Our company has the right to disclose your personal information (including recordings and documents of a confidential nature, card details) in the following circumstances:

8.5.1. Where required by law or a competent court.

8.5.2. Where requested by any regulatory authority having control or jurisdiction over our company, you, your or our associates, or in whose territory we have clients.

8.5.3. To relevant authorities to investigate or prevent fraud, money laundering or other illegal activity.

8.5.4. To credit reference and fraud prevention agencies, third authentication service providers and other financial institutions for credit reference agencies, fraud prevention agencies, third authentication service providers and other financial institutions for credit checking, fraud prevention, anti-money laundering purposes, identification or due diligence checks of you. To do so, they may check your details supplied against any particulars on any database (public or otherwise) to which they have access. They may also use your details in the future to assist other companies for verification purposes. They will retain a record of the search.

8.5.5. To our professional advisers, provided that in each case the relevant professional shall be informed about the confidential nature of such information and commit to the confidential obligations in this document as well.

8.5.6. To other service providers who create, maintain or process databases (whether electronic or not), offer recordkeeping services, email transmission services, messaging services or similar services which aim to assist us collect, store, process and use your information or get in touch with you or improve the provision of the e-Services under the Client Agreement.

8.5.7. To data reporting service providers.



8.5.8. To other service providers for statistical purposes to improve our marketing, in such a case the data will be provided in an aggregate form.

8.5.9. To market research call centres that provide telephone or email surveys with the purpose to improve the services of our company.

8.5.10. Where necessary, so that our company defends or exercises its legal rights.

8.5.11. Upon your request or with your consent.

8.5.12. To an owner or an affiliate of our company.

8.6. Such disclosure will be done to the minimum possible extent allowing these third-parties or legal authorities to execute their tasks regarding processing your data.

8.7. If you give us permission to send you via email marketing information about new products and special offers by ticking the respective checkbox in an online form on our website or another platform, you may unsubscribe from such email communication with us at any time using the respective link at the bottom of our emails or by replying to an email requesting to unsubscribe. Once you unsubscribe, you will not be contacted by us for marketing purposes, but your email address will remain stored on our servers for any other applicable purpose, including authorising and maintaining your access to our secure client portal, according to the provisions of clause 2.10, i.e. for a maximum period of 6 months after closing your account.

8.8. We may record telephone conversations and electronic communications between you and our company following the applicable regulations. The recordings will be our sole property. You accept such recordings as conclusive evidence of the orders/instructions/requests or conversations so recorded. You have the right to request, and we shall, upon such a request, provide you with such records kept in respect of you.

8.9. You accept that, from time to time, we may contact you directly by telephone, fax, email or otherwise for administering the terms of the Client Agreement.

8.10. You may receive a full summary of your data collected, processed and stored by us as well as request its complete deletion from our server archives upon written notice submitted to [office@findilao.com](mailto:office@findilao.com). We shall respond to such request within 30 days with a reasonable resolution according to the applicable laws and regulations.

8.11. By filling in and submitting your details via an online form on the website, you allow us to collect and process the provided personal information as explained above according to these General Terms and Conditions and the [Privacy Policy](#) of our company.

8.12. You have the right to object against any further collection, processing, storage, or transfer of your data by Findilao that is necessary for specific context during the term of the Client Agreement. To do so, you need to send us an email at [office@findilao.com](mailto:office@findilao.com) explaining the reasons for your objection against the provisions



of applicable law or our legal interests. We will accept any reasonable objection that does not contradict existing legal requirements and prevails over our interests as per applicable law.

8.13. In case of an unresolved dispute over the collection, processing, storage, or transfer of your data by Findilao, you have the right to file a complaint at the Commission for Personal Data Protection in Bulgaria. You may do so also in your country of residence if it is an EU member state or provides a level of protection comparable (or "essentially equivalent") to the one guaranteed in the EU proven by an adequacy decision by the EU data protection commission. If needed, the dispute shall be brought to and resolved by a competent court in Bulgaria as the place of jurisdiction of the Client Agreement. We will limit the processing of your data until the resolution of the dispute by the competent authority. The party at fault in this dispute will bear the charges involved in its settlement.

## **9. OUR COMPANY IS NOT PROVIDING FINANCIAL ADVICE**

9.1. Although part of the website may involve information about investment or financial services, we do not offer any investment advice, opinions, recommendations or counselling. Our company is not involved in agreements between you and other users as well as third-party service providers licensed to deliver financial services.

9.2. The laws of different countries or regions may govern your use of our e-Services, and you agree to abide by such local laws.

## **10. DISCLAIMER OF LIABILITY**

10.1. Our company is under no obligation to become involved in any dispute that you have with other users or third-party service providers in any incident that you are a part of with other users or third-party service providers, or that are affected by or otherwise related to our web platforms and the e-Services offered by us.

10.2. Our company disclaims all liability relating to any user content, including any error, virus, defamation, libel, obscenity or inaccuracy contained in any user content, whether or not arising under the laws of copyright, libel, privacy or otherwise, any prohibited user content and any other user content.

10.3. Our company denies all liability for unauthorised use (by other users) of user content and disclaims (without limitation) all liability for the use of user content which breaches any copyright, trademark rights or other intellectual property rights of any other user or person.

10.4. You are solely responsible for any damage (including to our web platforms) resulting from the use (or submission) of any user content or the web platforms (including disputes and incidents described in the preceding sections) and related transactions or occurrences. Our company shall have no responsibility for unauthorised access to your account or automatic forwarding of messages and viruses (caused by viruses or otherwise).



10.5. Without limiting the previous, our company does not warrant that the information on the website is accurate, complete, reliable, useful, timely or current or that our website will operate without interruption or error.

10.6. You agree that at all times you will look to attorneys from whom you purchase services for any claims of any nature, including loss, damage, or warranty. Our company and its respective owners or affiliates make no representation or guarantees about any contracts and services offered through our web platforms.

10.7. Our company makes no representation that content provided on our website, mobile applications, other online platforms controlled by us, contracts, or related services are applicable or appropriate for use in all jurisdictions.

## **11. NO LIABILITY FOR LOST DATA**

11.1. Our company shall not be liable for any loss, deletion, removal or failure of delivery to the intended recipient of user content, whether caused by a computer virus, unauthorised access or otherwise. You are encouraged to retain a back-up copy of all user content and to undertake that you shall do so in respect of all uploaded user content. We reserve the right to deny access to our web platforms and delete user content at any time without notice.

## **12. WARRANTY DISCLAIMER AND LIMITATION OF LIABILITY**

12.1. Our web properties and the e-Services offered are provided on an “as is” and “as available” basis without representations or warranties of any kind. Your use of our web properties and the e-Services is at your own absolute risk. We, our owners, suppliers and licensors explicitly disclaim all warranties of any kind, whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement. We do not guarantee the accuracy, completeness, or usefulness of the e-Services or any e-Service content, and you rely on the e-Services and e-Service content at your own risk. You access or obtain any material through our e-Services at your discretion and risk, and you will be solely responsible for any damage, including but not limited to damage to your computer or loss of data that results from the download of any material through our e-Services. Some countries may prohibit a disclaimer of warranties, and you may have other rights that vary from country to country.

12.2. Our company does not warrant that:

12.2.1. the e-Services will meet your specific requirements;

12.2.2. the e-Services will be uninterrupted, timely, secure, or error-free;

12.2.3. the results that you may obtain from the use of the e-Services will be accurate or reliable;

12.2.4. the quality of any products, services, information, or other material purchased or obtained by you through the e-Services or with regards to the e-Services will meet your expectations;

12.2.5. any errors in the e-Services will be corrected;



12.3. To the maximum extent permitted by applicable law, we, our owners, suppliers and licensors will not be liable for any direct, indirect, incidental, special, consequential, or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data, or other intangible losses (even if we received advice about the possibility of these damages), resulting from:

12.3.1. your use or inability to use our e-Services;

12.3.2. the cost of procurement of substitute goods and services resulting from any goods, data, information or services purchased or obtained or messages received, or transactions entered into through or with regards to the e-Services;

12.3.3. unauthorised access to or alteration of your transmissions or data;

12.3.4. statements or conduct of any third-party on the e-Services;

12.3.5. any other matter relating to the e-Services;

12.4. The total liability of our company, our owners, suppliers and licensors of all kinds arising out of or related to your use of the e-Services (including but not limited to warranty claims), regardless of the forum and regardless of whether you base any action or claim on contract, offence, or otherwise, will under no circumstances exceed the amounts, if any, that you have paid to us for your use of the e-Services.

12.5. We acknowledge that the laws of certain jurisdictions provide legal rights to consumers that may not be overridden by contract or waived by those consumers. If you are such a consumer, nothing in these General Terms and Conditions limits any of those consumer rights.

## **13. INDEMNITY**

13.1. You agree to indemnify and hold our company, our owners, suppliers and licensors, and our respective subsidiaries, affiliates, agents, employees, representatives, and assignees harmless from any costs, damages, expenses, and liability caused by your use of the offered e-Services, the website, including, without limitation, user content, your violation of the Client Agreement, or your violation of any rights of a third party through use of our web properties or user content.

13.2. In the event that our company provides information, recommendations, news, information relating to transactions, or research to you (or in newsletters which it may post on its website or provide to subscribers via its website or otherwise), our company shall not, in the absence of fraud, wilful default or gross negligence, be liable for any losses, costs, expenses or damages suffered by you arising from any inaccuracy or mistake in any such information given. Subject to our right to void or close any transaction in the specific circumstances set out in the Client Agreement, any transaction following such inaccuracy or mistake shall nonetheless remain valid and binding in all respects on both you and us.

13.3. Our company will not be held liable for any loss, damage, expense or loss incurred by you about, directly or indirectly arising from, but not limited to:



13.3.1. Any failure by our company to perform any of its obligations under the Client Agreement because of a Force Majeure event or any other cause beyond its control.

13.3.2. The acts, omissions, or negligence of any third party.

13.3.3. Unauthorised third persons having access to information, including electronic addresses, electronic communication, and personal data when the above are transmitted between the Parties or any other party, using the Internet or other network communication facilities, post, telephone, or any other electronic means.

13.3.4. Any changes in the rates of tax.

13.3.5. Any actions or representations of an introducer.

## **14. TERMINATION OF THE CLIENT AGREEMENT**

14.1. Each Party may terminate the Client Agreement with immediate effect by cancelling or discontinuing the e-Services which are subject to the Client Agreement.

14.2. Upon termination of the Client Agreement, all amounts payable by you to our company will become immediately due and payable including (but without limitation):

14.2.1. All outstanding costs and any other amounts payable to our company.

14.2.2. Any losses and expenses realised in ceasing to provide any or settling or concluding outstanding obligations incurred by our company on your behalf.

14.2.3. Any charges and additional expenses incurred or to be incurred by our company as a result of the termination of the Client Agreement.

14.2.4. Any damages arising during the arrangement or settlement of pending obligations.

14.3. Our company may terminate your account immediately and without notice, if one of the following "Event of Default" arises:

14.3.1. Your failure to perform any obligation due to us.

14.3.2. An application, in respect of you, is made pursuant to a Bankruptcy Act or any equivalent act in a Jurisdiction (if you are an individual); if a partnership, in respect of one or more of the partners, or if a company, a receiver, trustee, administrative receiver or similar officer is appointed, or if you make an arrangement or composition with your creditors, or any procedure which is similar or analogous to any of the above is commenced in respect of you.

14.3.3. Any representation or warranty made by you is or becomes untrue.

14.3.4. You are unable to pay your debts when they fall due.

14.3.5. You (an individual) die or are declared absent or become of unsound mind.

14.3.6. You involve our company in any fraud or illegality.



14.3.7. A competent regulatory authority or body or the court requires it.

14.3.8. In cases of material violation by you of the requirements established by legislation of the Republic of Bulgaria or other countries, such materiality determined in good faith by our company.

14.3.9. Our company suspects that you are engaged in money laundering activities or terrorist financing or other criminal activities.

## 15. MISCELLANEOUS

15.1. The Client Agreement constitutes the entire agreement between you and our company concerning the subject matter hereof, and it may only be modified by a written amendment signed by an authorised executive of our company, or by us posting a revised version on the website.

15.2. We reserve the right, at our discretion, to withdraw at any time the whole or any part of the e-Services on a temporary or permanent basis and you agree that we will have no obligation to inform you of the reason.

15.3. It is the responsibility of our company to inform all its clients (i.e. paying subscribers) via email about any modifications to the Client Agreement within seven days from the publication of the modified agreement on the website. To do so, we may use the email address and other details provided by the clients during the account registration process. Therefore, we recommend the clients are not unsubscribing from receiving email notifications from us. However, the clients may unsubscribe at any time at their discretion and responsibility for the consequences. Any communication sent by us to our clients should be considered properly delivered once sent via email to the address provided by the clients within the specified period. It is the sole responsibility of the clients to ensure that the email address provided is correct and that the clients read and stored correspondence with our company properly. We will not be liable if a client has not read a properly delivered communication, unsubscribed from receiving email notifications from us or if communication cannot be delivered due to other reasons outside the scope of our control and competence. If a client changes the email address used for the registration of the account with our company, the client must inform us about such a change, unless automatic means for an email address update are available in our member portal. The clients can refuse to accept the changes in the Client Agreement by cancelling their subscriptions to the e-Services within seven days from receiving the notification about the changes. If a client continues using the e-Services after this period, it is considered that the client has accepted the new Client Agreement.

15.4. Except to the extent applicable by law, if any, provided otherwise, the Client Agreement and any access to or use of our web properties and the offered e-Services will be governed by the laws of the Republic of Bulgaria, excluding its conflict of law provisions. The place of jurisdiction is Varna, Bulgaria. Any claims for injunctive or equitable relief or regarding intellectual property rights as well as any dispute arising under the Client Agreement may be brought and finally settled in any competent court governed by the laws of the



Republic of Bulgaria. The prevailing party in any action or proceeding to enforce the Client Agreement shall be entitled to a remuneration of its costs and attorneys' fees by the other party.

15.5. You agree that we may reference you as our customer and that we may reasonably use, on a royalty-free basis, your trademark or logo for such a purpose. We will contact you to confirm your consent before any such reference, though.

15.6. If any part of the Client Agreement is held invalid or unenforceable, that part will be construed to reflect the parties' original intent, and the remaining portions will remain in full force and effect. A waiver by either party of any term or condition of the Client Agreement or any breach thereof, in any one instance, will not waive such term or condition or any subsequent breach thereof.

15.7. You may not assign your rights under the Client Agreement to any other party without our express written consent; we may assign our rights under the Client Agreement without condition. The Client Agreement will be binding upon and will ensure the benefit of, the parties, their permitted successors and assigns.

15.8. Force Majeure. Except for payment obligations, neither our company nor you will be liable by reason of any failure or delay in the performance of obligations on account of events beyond the reasonable control of a party, which may include denial-of-service attacks, a failure by a third-party hosting provider or utility provider, shortages, riots, fires, acts of God, war, strikes, terrorism, and governmental action.

15.9. You shall send questions about these General Terms and Conditions to [support@findilao.com](mailto:support@findilao.com).

15.10 You may visit the [EU's online dispute resolution platform](#) at any time as an alternative way to file a complaint and resolve any dispute connected with your use of our e-Services.