

*Acceptance of the Terms of Use*

*Effective date: 14.01.2021*

## ***Before using this website, please carefully read all of the following terms of use***

These Terms of Use of Finci, UAB, a company incorporated in the Republic of Lithuania with company number 304934066 and whose registered office is at Mėnulių str. 11-101 Vilnius, the Republic of Lithuania, licensed electronic money institution under the supervision of the Bank of Lithuania (hereinafter - **“FINCI”**, **“we”**, **“our”**, **“us”**) Sites (hereinafter – **“Terms of Use”**) govern your access to and use of [www.finci.com](http://www.finci.com), including any content, functionality and services available on or through the [finci.com](http://finci.com) domains, subdomains or sub-directories, regardless of your means of access and use (whether online or mobile, including by way of mobile application) (each separately – the **“Site”** and collectively the **“Sites”**), whether as a guest or a registered user.

By continuing to access, link to, or use this Site, or any service accessible via this Site or other our Sites, you confirm YOUR ACCEPTANCE with and agree to be bound by these Terms of Use. If you are continuing to access, link to, or use this Site, or any service accessible via this Site or other our Sites on behalf of a legal entity, then confirm YOUR ACCEPTANCE with and agree to be bound by these Terms of Use on behalf of that legal entity and you represent and warrant that you have the authority to bind the legal entity to these Terms of Use. If you do not accept or agree with these Terms of Use, you must not access or use the Sites.

In addition to these Terms of Use, please also familiarize yourself with the following documents which also apply to you if you use our Sites and services:

- Privacy policy (available at [Privacy-policy](#));
- Cookies policy (available at [Cookies-policy](#));
- Terms and conditions of services (available at [Terms-and-conditions](#)).

The Sites are offered and available to private individuals or representatives of the legal entity satisfying the below requirements.

Users shall be at least 18 years of age, or the age of majority in their country or place of residence.

If you have not reached the above age, you must not use our Sites and services.

If you are using our Sites and services on behalf of a legal entity, you shall have proper authority and legal right to act on behalf of the legal entity.

By using the Sites, you represent and warrant that you are of legal age and full legal capacity and/or have proper rights and authority to represent the legal entity and to enter into the legal obligations on behalf of

the legal entity and you meet all of the eligibility requirements as indicated herein above. If you do not meet all of these requirements, you must not access or use the Sites.

## **Changes to the Terms of Use**

We may revise and update these Terms of Use from time to time in our sole discretion without prior notice. All changes are effective immediately when we post them on Sites and apply to all access to and use of the Sites thereafter. Your continued use of the Sites following the posting of revised Terms of Use means that you accept and agree to the changes. You are expected to check this page from time to time so you are aware of any changes, as they are binding on you. Any terms and conditions proposed by you which are in addition to or which conflict with the Terms of Use are expressly rejected by FINCI and shall be not in force or effect.

## **Accessing the Sites and Account Security**

We reserve the right to withdraw or amend the Sites, and any service or material we provide on the Sites, in our sole discretion without prior notice. We will not be liable if for any reason all or any part of the Sites are unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Sites, or the entire Sites, to users, including registered users. You are responsible for making all arrangements necessary for you to have access to the Sites.

To access the Sites 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 use of the Sites that all the information you provide on the Sites is correct, current and complete. You agree that all information you provide to us through the Sites or otherwise, including but not limited to the use of any interactive features on the Sites, is governed by our [\*\*Privacy Policy\*\*](#) and [\*\*Cookies Policy\*\*](#), and you consent to all actions we take with respect to your information consistent with our Privacy Policy/Cookies policy.

If you, as private individual or representative of the legal entity, create, or are provided with, a username, password for you 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 person. You also acknowledge that your account is personal to you, as private individual or representative of the legal entity, and agree not to provide any other person with access to the Sites or portions of it using your username, password or other security information. You agree to notify us immediately of any unauthorized access to or use of your username 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 special care 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.

## Intellectual Property Rights

The Site/Sites and the content therein, including but not limited to text, content, design, images, video, audio, links, software, graphics, charts, graphs and other are protected by copyrights, trademarks, service marks, international treaties, and/or other proprietary rights and laws of the Republic of Lithuania and other countries. All individual articles, columns and other elements constituting the Site/Sites are copyrighted works. You acknowledge that the Site/Sites have been developed, compiled, prepared, revised, selected, and arranged by FINCI, its partners, subsidiaries and/or affiliates (collectively called "FINCI") and FINCI is the legal proprietor of the Site/Sites.

All materials on the Site/Sites are the property of FINCI and are protected by copyright, trademark and other applicable laws.

All present and future rights in and to trade secrets, patents, design, copyrights, trademarks, service marks, know-how, and other proprietary rights of any type under the laws of any governmental authority, domestic or foreign, including rights in and to all applications and registrations relating to the Site/Sites (the "**Intellectual Property Rights**") shall at all times be and remain the sole and exclusive property of FINCI. All present and future rights in and title to the Site/Sites (including the right to exploit the Site/Sites and any portions of the Site/Sites over any present or future technology) are reserved to FINCI for its exclusive use. You agree to comply with all applicable copyright and other laws protecting FINCI Intellectual Property Rights, as well as any additional copyright notices or restrictions contained in the Sites. You agree to protect and not to infringe the Intellectual Property Rights of FINCI and all others having rights in the Sites during and after the term of these Terms of Use and to comply with all reasonable written requests of FINCI in this regard.

You agree to notify FINCI in writing promptly upon becoming aware of any unauthorized access or use of the Site/Sites by any individual or entity or in case any claim that the Site/Sites may infringe any copyright, trademark, or other contractual, statutory, or law rights.

You may view, temporarily print and/or temporarily download a copy of the materials from this Site/Sites on any single computer solely for your personal, informational, non-commercial use, provided you keep intact all Intellectual Property Rights and other proprietary notices. This is a grant of a personal, worldwide, royalty-free, non-assignable, non-transferable, at any time revocable, limited, non-sublicensable and non-exclusive license (the "**Limited license**") and under this Limited license you may not:

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- remove any Intellectual Property Rights or other proprietary notations from the materials;
- use the materials for any commercial purpose, or for any public display (commercial or non-commercial);
- transfer the materials to another person or "mirror" the materials on any other server;
- attempt to decompile or reverse engineer any software contained on Site/Sites;

- or license, sub-license, adapt, display, alter, perform, reproduce, upload, publish, republish, post, transmit, modify, distribute or redistribute any content in whole or in part without FINCI written consent.

This Limited license shall automatically terminate if you violate the Terms of Use and/or may be terminated by FINCI at any time for any reason or for no reason without prior notice.

## **Restrictions of Use**

You must not use and must not attempt to use the Sites and/or our services for or in:

- any illegal purpose, or for promotion or for facilitation of the violation of any law or regulation;
- any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;
- inputting, distributing, uploading, posting, emailing, transmitting or otherwise making available any content via Sites that is threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;
- any way that would locally or internationally evade any applicable taxes or facilitate tax evasion;
- any unsolicited or unauthorized advertising, promotional material, or any other form of spam;
- to deal in harmful programs such as viruses, spyware, or similar computer code designed to adversely affect the operation of any computer software or hardware;
- introducing to the Site/Sites viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful;
- probing, scanning, or testing the vulnerability of any system or network or breach or circumvent any security or authentication measures;
- any other manner inconsistent with these Terms of Use.

You must not copy, modify, reproduce, recompile, decompile, disassemble, reverse engineer, distribute, publish, display, perform, upload to, create derivative works from, transmit, or in any way exploit any part of the Site/Sites, except that you may temporarily download material from the Sites and/or make a temporarily print copy for your own personal, non-commercial use, subject to the restrictions mentioned in this Terms of Use and provided that you keep intact all Intellectual Property Rights and other proprietary notices.

You may neither interfere with nor attempt to interfere with nor otherwise disrupt the proper working of the Sites, any activities conducted on or through the Sites or any servers or networks connected to the Sites. You shall not violate the security of the Sites or attempt to gain unauthorized access to the Sites, data, materials, information, computer systems or networks connected to any server associated with the Sites, through hacking, DDoS attack, password timing or any other means. You may neither take nor attempt any action that, in the sole discretion of FINCI, imposes or may impose an unreasonable or disproportionately large load or burden on the Sites or the infrastructure of the Sites. You shall not use or attempt to use any "scraper," "robot," "bot," "spider," "data mining", "computer code," or any other automate device, program, tool, algorithm, process or methodology to access, acquire, copy, or monitor any portion of the Sites, any

data or content found on or accessed through the Sites, or any other Sites information without the prior express written consent of FINCI.

You must not also remove, obscure, or alter any notice of any of our Intellectual Property Rights appearing on or contained in any materials copied, downloaded or otherwise taken from our Sites.

You shall not also use the Intellectual Property Rights or the content of the Site/Sites, or the names of any individual participant in, or contributor to, the Site/Sites, or any variations or derivatives thereof, for any purpose, without prior written consent of FINCI, unless specifically authorized.

You confirm having been informed and understood that the Sites do not constitute in itself a service of FINCI.

The Sites provision is not aimed at residents of jurisdictions from which for whatever reason the access to and use of the Sites or any part thereof is either prohibited or strictly regulated. If you are subject to such restrictions, you may not access and use the Sites or any part thereof.

### **Limited license**

Subject to these Terms of Use FINCI gives you the Limited license to use the Site/Sites in compliance with the provisions of the Terms of Use: to view, temporarily print and/or temporarily download a copy of the materials from this Site/Sites in compliance with the provisions of the Terms of Use. You do not acquire any rights or licenses in or to the Site/Sites and materials contained within the Site/Sites other than the limited right to use the Site/Sites in accordance with the Terms of Use. Should you choose to download content from the Site/Sites, you must do so in accordance with the Terms of Use. Such temporarily download is a limited licensed granted to you by FINCI only for your own personal, non-commercial use in accordance with the Terms of Use and does not transfer any other rights to you. FINCI reserves all rights not expressly granted in these Terms of Use. FINCI can terminate this license at any time for any reason or for no reason without prior notice.

### **Disclaimer and Limitation of Liability**

The content on our Site/Sites is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action based on the content on our site.

Although we make reasonable efforts to update the information on our Site/Sites, we make no representations, warranties or guarantees, whether express or implied, that the content on our Site/Sites is accurate, complete, or up to date.

***You agree that your use of the site/sites and services is at your sole risk and acknowledge that the site/sites and services and anything contained within, including, but not limited to, content or advertisements are provided "as is" and "as available," and that finci makes no warranty or representation of any kind, express or implied, as to the site/sites, including, but not limited to, merchantability, security, completeness, availability, accuracy, compatibility, non-infringement, title or fitness for a particular purpose or use.***

***Your use of this site/sites is at your own risk and you assume full responsibility and risk of loss resulting from your usage, including, without limitation, with respect to loss of service or data.***

***Without limiting the foregoing, finci does not warrant that site/sites will be secure, error-free, free from viruses, bugs or malicious code, or will meet any particular criteria of performance or quality. You agree that under no circumstances, including but not limited to negligence, shall finci, its suppliers, agents, directors, board members, officers, employees, representatives, successors, or assigns be liable to you for direct, indirect, incidental, consequential, special, punitive, or exemplary damages even if finci has been advised specifically of the possibility of such damages, arising from the use of or inability to use the site/sites or any links or items on the site/sites or any provision of the terms of use, such as, but not limited to, loss of revenue or anticipated profits or lost business. Applicable law may not allow the limitation or exclusion of liability or incidental or consequential damages. In no event shall finci's total liability to you for all damages, losses and causes of action (whether in contract or tort, including but not limited to, negligence) exceed the amount paid by you to finci, if any, for accessing the website.***

***Certain links on site/site may lead to websites, resources or tools maintained by third parties over whom finci has no control. Without limiting any of the foregoing, finci make no express or implied representations or warranties whatsoever regarding such websites, resources and tools, and links to any such websites, resources and tools should not be construed as an endorsement of them or their content by finci.***

We will try to make sure our Site/Sites and services are available to you when you need them. However, we do not guarantee that our Site/Sites and services will always be available or be uninterrupted. We may suspend, withdraw, discontinue or change all or any part of our Site/Sites and services without notice. We will not be liable to you if for any reason our Site/Sites and services are unavailable at any time or for any period. You are responsible for making all arrangements necessary for you to have access to our Site/Sites and services. If you have granted permission to a third party to access your account, we may refuse access to that third party if we are concerned about unauthorized or fraudulent access by that third party. We will

give you notice if we do this, either before or immediately after we refuse access, unless notifying you would be unlawful or compromise our reasonable security measures.

The information provided on the Sites is not intended for use by, or distribution to, any person or entity in any jurisdiction or country where such use or distribution would be contrary to law or regulation.

***The above disclaimers and limitations of liability are applicable to the fullest extent permitted by applicable law, whether in contract, statute, tort (including, without limitation, negligence) or otherwise.***

## **Links to our Sites**

***You may not link to or frame the sites, or any portion thereof, except as provided herein or with preliminary express and evidenced consent of finci.***

You may link to our Sites provided that you follow certain rules, and exactly:

- you do so in a way that is fair and legal and does not damage our reputation or take advantage of it; and
- you do not provide misleading information as our representative of any kind; and
- you do not suggest any form of association, approval or endorsement on our part where none exists; and
- you do not frame our Site/Sites; and
- the link containing website complies with our Terms of Use, including, the website does not contain an inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material including but not limited to pictures, videos, or information that violates any applicable law, intellectual property, proprietary, privacy or publicity rights.

When linking to the Site/Sites according to these Terms of Use, you will be granted a non-exclusive, non-transferable, royalty-free, non-sublicensable, at any time revocable, limited sub-license to use FINCI marks solely for providing an underlined, textual link from your website to [www.finci.com](http://www.finci.com). No other use of FINCI marks, names or logos is permitted without express written permission from FINCI.

We reserve the right to withdraw any linking permission without prior notice.

## **External websites**

Our Site/Sites may contain links to third-party web sites (including payment gateways) or services that are not owned or controlled by FINCI. FINCI has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third-party web sites or services. You further acknowledge and agree that FINCI shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods or services available

on or through any such web sites or services. We strongly advise you to read the terms of use and privacy policies of any third-party websites or services that you visit.

## **Indemnity**

To the full extent permitted by applicable law, you hereby agree to indemnify FINCI and its affiliates, officers, directors, agents, employees, and suppliers against any action, liability, cost, claim, loss, damage, proceeding or expense suffered or incurred if it directly or indirectly arises from your use of the Site/Sites or from your violation of these Terms of Use.

## **Agreement**

These Terms of Use shall be considered as the agreement on terms of use of FINCI Site/Sites entered into between FINCI and you if and when you are using our Site/Sites and/or services.

You represent, warrant and covenant that you have the full right, capacity and authority to enter into these Terms of Use with FINCI according to applicable law.

## **Severability**

If at any time any provision of these Terms of Use is or become illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that provision will be enforced to the maximum extent permissible and neither the legality, validity or enforceability of the remaining provisions of these Terms of Use under the law of that jurisdiction nor the legality, validity or enforceability of such provision under the law of any other jurisdiction shall be in any way affected.

## **Applicable law and Jurisdiction**

These Terms of Use are governed by and concluded in accordance with laws of the Republic of Lithuania. If you have any possible claims or arguments related to our Site/Sites or services and/or Terms of Use or any of its provisions, please contact us first and we will make all the reasonable efforts to resolve your situation. In case we will have a dispute, which will not be settled within 30 (thirty) days from the negotiations' start day, the dispute will be resolved as provided herein below.

Any disputes arising out of or related to this Terms of Use shall be submitted for final resolution exclusively to the competent courts of Vilnius, the Republic of Lithuania, according to the procedure established by Lithuanian law.



## **Termination**

You may terminate these Terms of Use, with or without cause and at any time, by discontinuing your access and use of the Site/Sites and destroying all materials obtained from the Site/Sites.

You agree that, without notice, FINCI may terminate these Terms of Use or suspend your access to the Site/Sites, with or without cause at any time and effective immediately. These Terms of Use will terminate immediately without notice from FINCI part if you, in FINCI's sole discretion, fail to comply with any provision of these Terms of Use.

FINCI shall not be liable to you or any third party for the termination or suspension of and/or access to the Site/Sites, or any claims related to the termination or suspension of the Site/Sites. Upon termination of these Terms of Use by you or FINCI, you must discontinue your access and use of the Site/Sites and destroy or return promptly all materials obtained from the Site/Sites and any copies thereof.

Termination of the Terms of Use automatically terminates all licenses granted to you by FINCI under these Terms of Use.

## **Assignment**

You acknowledge and agree that FINCI can freely assign these Terms of Use or any of its rights under these Terms of Use to any person without your consent. You shall, however, not be entitled to assign these Terms of Use, in whole or in part, to another person without the prior written approval of FINCI.

## **Contact us**

If you have any question or queries regarding these Terms of Use, you may contact us using the following e-mail address: [info@finci.com](mailto:info@finci.com)