

IMMERSIVE FINANCE

TERMS OF SERVICE

1. POLICY STATEMENT

1.1. These terms of service (the “Terms”) set forth the terms and conditions governing your use of Immersive Finance Limited’s (the “Company”) software application and related services, including but not limited to our WebApp and the application programming interface (the “Service”).

1.2. **PLEASE REVIEW THE FOLLOWING TERMS CAREFULLY. YOUR ATTENTION IS PARTICULARLY DRAW TO CLAUSE 10.**

2. DEFINITIONS

2.1. The terms “we”, “us”, and “our” refer to the Company.

2.2. The terms “you” or “user” refer to you as a user of the Service.

2.3. The term “Customer” refers to the legal person (which may be a business owner, partnership, incorporated or unincorporated entity, or public body), which has a valid and current subscription to our Service and grants access to you.

2.4. The information and materials located or hosted on or linked to the Service are denominated as “Materials” throughout this document.

3. ACCEPTANCE OF TERMS

3.1. By accessing or using our Service, you acknowledge that you have read, understood, and agree entirely to be bound by these Terms and you represent that you are at least eighteen (18) years of age.

3.2. By accessing or using our Service, you warrant and represent that you have been authorised to access the Service by the Customer in connection with the performance of your duties to the Customer. You must not access or use any part of the Service and/or Materials other than in accordance with these Terms, the Customer’s requirements, and the Company’s and the Customer’s instructions from time-to-time (“Permitted Use”).

4. CONDITIONS OF USE

4.1. You shall not —

4.1.1. Unless expressly agreed in the Subscription Agreement between the Company and the Customer, store, archive, reproduce, distribute, modify,

display, download, export, perform, publish, licence, create derivative works from, offer for sale, or use (except as explicitly authorised in these Terms), in hard copy, electronic media, machine readable or any other form, the Service (or any part thereof), and Materials or any other content and information contained on or obtained from or through the Service;

- 4.1.2. Use the service for any purpose that is unlawful under any applicable law or regulation;
- 4.1.3. Promote or facilitate any unlawful activity prohibited by these Terms, including to commit and act of fraud.
- 4.2. You shall not create any derivative works from the Materials and/or the Service, nor decompile, reverse-engineer, or otherwise reduce to human-perceivable form or disassemble the Materials and/or the Service.
- 4.3. Without prejudice to the foregoing, you shall not use the Service, directly or indirectly, in any manner whatsoever that could cause the Service to —
 - 4.3.1. Be a substitute for the Service by a third party;
 - 4.3.2. Affect the Company's ability to realise revenue in connection with the Service; or
 - 4.3.3. Otherwise compete with the Company's business.
- 4.4. You shall not attempt to gain unauthorised access to the Materials or any part of the Service, other accounts, computer systems or networks connected to any of the Company's servers, through hacking, password mining, circumvention of passwords, or user authentication by any other means.
- 4.5. You shall not use or attempt to use another user's account and shall prevent your account from being used by any other person.
- 4.6. You shall not use the Service in any manner that could damage, disable, overburden, impair, or otherwise interfere with any of the Company's business, servers, or the networks connected to any Company server, or interfere with any other party's access and use of the Service or their business.
- 4.7. You shall not use (or attempt to use) any robot, spider, or other automatic device, process, or means to access the Service for any purpose, including without limitation monitoring, scraping, data mining, data extraction, data harvesting, or otherwise copying any of the Materials or the Service.

- 4.8. You shall only interact with the Service through a regular web browser and/or through the API authorised by the Company.
- 4.9. You shall not introduce any spyware, viruses, Trojan horses, worms, keystroke loggers, rootkits, logic bombs, or any other material which is malicious or technologically harmful to the Service (or the servers, networks, and databases connected to the Service).
- 4.10. You shall not post, promote, or transmit through the Service any information, data, text, message, or other material that is unlawful, libelous, defamatory, indecent, harassing, threatening, harmful, invasive of privacy or publicity rights, abusive, inflammatory, or otherwise objectionable.
- 4.11. You shall not, on the Service, impersonate any person or entity or to falsely state or otherwise misrepresent your affiliation with any person or entity.

5. ACCOUNT, USER ID, AND PASSWORD

- 5.1. You must have an account, user ID, and password to access and/or use certain features, functionalities, and services of the Service. You represent and warrant that —
 - 5.1.1. All information submitted by you to the Company for the purposes of creating an account and in the course of your use of the Service is truthful and accurate;
 - 5.1.2. You will ensure that such information is kept up to date and accurate at all times; and
 - 5.1.3. Your use of the Service does not violate any applicable laws or legal requirements or these Terms.
- 5.2. The Company may at any time in its absolute discretion forthwith invalidate your user ID and/or password without assigning any reason therefore without prior notice and shall not be liable or responsible for any loss or damage suffered by or caused to you arising out of or in connection with or by reason of such invalidation.
- 5.3. You hereby agree to change your password from time to time with sufficient frequency to be (but in any case, not less than every six (6) months) and to keep your password confidential, secret, and secure unless a robust Single Sign-On (“SSO”) or Multi-Factor Authentication (“MFA”) is enforced. You shall be responsible for the security of your account and liable for any disclosure or use (whether such use is authorised or not) of your password.

- 5.4. You agree to notify the Company immediately if you have knowledge that or have reason to believe that your password has been compromised or if there has been any unauthorised use of your user ID and/or password or if any information in relation to your account requires updating.
- 5.5. The Company shall not be responsible for or liable for any losses or damage incurred or suffered by you or any person by reason of or arising from or because of using your user ID and/or password.
- 5.6. Any use of or access to the Service and any information, data, instructions, or communications referable to your user ID and password (whether such access, use, or communication is authorised by you or not) shall be deemed to be use or access of the Service by you, and/or information, data, instructions, or communications transmitted and validly issued by you. You shall be bound by any access, use, instructions, and/or communications carried out or transmitted through the Service which are referable to your user ID and password and you agree that the Company shall, to the extent legally permissible, be entitled (but not obliged) to act upon, rely on, and/or hold you solely responsible and liable in respect thereof as if the same were carried out or transmitted by you.

6. PRICING

- 6.1. We have in place a number of plans with varying features and pricing levels, as set forth in the Company's Fee Schedule as agreed by the Customer.

7. PRIVACY

- 7.1. **Data Controller:** The Company is the data controller of personal data processed in connection with the Service and registered with the Information Commissioner's Office ("ICO") under registration number ZC114209.
- 7.2. **Privacy Policy and Cookie Policy:** The Company's collection, use, and processing of personal data is governed by its Privacy Policy and Cookie Policy, each as updated from time to time and available on the Company's website. By using the Service, you acknowledge that you have read and understood the Privacy Policy and Cookie Policy.
- 7.3. **Lawful Basis:** Personal data is processed on the basis of the Company's legitimate interests in operating a secure and effective financial information service, and/or the performance of the Subscription Agreement between the Company and the Customer, in accordance with the UK General Data Protection Regulation ("UK GDPR") and the Data Protection Act 2018 ("DPA 2018").

- 7.4. **Data Processing Agreement:** Where the Company processes personal data on behalf of the Customer as a data processor, the parties shall enter into a Data Processing Agreement (“DPA”) on terms compliant with Article 28 UK GDPR. The Company’s standard DPA is available on request.

8. INTELLECTUAL PROPERTY

- 8.1. **Ownership:** Nothing contained in these Terms grants you any legal rights in the Service or Materials other than as necessary to enable you to access the Service as permitted by these Terms.
- 8.1.1. All content, logos, trademarks, and intellectual property contained and associated with the Service are the property of the Company.
- 8.1.2. The Materials are protected by copyright, trademark, and other forms of proprietary rights. Such Materials include, but are not limited to, any price information, data, photographs, graphics, illustrations, designs, trademarks, trade names, service marks, product names, logos, insignias, or other devices, software programmes, downloadable files, software applications, interactive features, tools, services, articles, videos, or other information or content made available on or through the Service. The presentation and layout of the Materials is also protected by copyrights, trademarks, service marks, international treaties, and other proprietary rights and laws of the United Kingdom and other countries.
- 8.1.3. Unless otherwise specified, the rights, titles, and interests to the Materials are owned by, licensed to, and controlled by the Company.
- 8.1.4. You shall not use any of the names, marks, designs, and logos owned or controlled by the Company (collectively, the “Marks”) including the words “Immersive Finance”, the Company’s logo and other service marks, trademarks, trade names, slogans, symbols, designs, insignia, emblems, and other identifying characteristics associated with the Company and/or its affiliates, whether used alone or in conjunction with any other name, words, or marks, without the Company’s prior written consent. You agree not to adjust or try to circumvent or delete any notices contained on the Service or Materials (including any intellectual property notices) and in particular any digital rights or other security technology embedded or contained within the Service.
- 8.2. **Licence:** You are granted a limited, non-exclusive, revocable, non-transferable licence to use the Company’s intellectual property solely to the extent necessary for your use of the Service for the Permitted Use only.

9. RIGHT TO SUSPEND

- 9.1. We may, in our sole discretion, temporarily or permanently suspend access to the Service and/or Materials, including in the event of degradation or instability of the Company's system or an emergency as part of routine maintenance.
- 9.2. Where suspension is for planned maintenance, the Company will use reasonable endeavours to provide not less than twenty-four (24) hours' prior notice to the Customer.
- 9.3. The Company may, on written notice, immediately suspend access to the Service in the event that any fees due from the Customer remain unpaid for more than fourteen (14) days after the payment due date. Suspension under this clause does not affect the Customer's obligation to pay outstanding fees.
- 9.4. The Company will use reasonable endeavours to restore access to the Service as soon as reasonably practicable following the resolution of the event giving rise to suspension.

10. THIRD PARTY CONTENT AND LINKS TO OTHER WEBSITES

- 10.1. This Service may include content provided by third parties, including materials provided by other third-party licensors, syndicators, aggregators and/or reporting services. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by the Company, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of the Company. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.
- 10.2. Any links provided are provided for your convenience only. Should you leave the Service via such a link, the content that you view in such a linked web page or website owned or operated by third parties is not provided or controlled by us. We have not developed or reviewed and are not responsible for the consequences of your accessing the linked web page or website, and/or the content at those web pages or websites. We make no guarantee, representation, or warranty as to, and have no liability for, any content at those websites, including, but not limited to, guarantees, representations and warranties regarding truth, adequacy, originality, accuracy, timeliness, completeness, reasonableness, non-infringement, suitability, satisfactory quality, merchantability or fitness for any particular purpose or any representations or warranties arising from usage, custom or trade or by operation of law.

- 10.3. Any such link to other linked web pages or websites in the Service does not constitute an endorsement, authorisation, verification, or representation that we are affiliated with the operators or owners of those linked websites, or an endorsement, authorisation, verification, or representation of or as to the contents of such linked websites.
- 10.4. You agree that your access to and/or use of such linked web pages or websites is entirely at your own risk and subject to the terms and conditions of access and/or use contained therein (including without limitation their privacy and data processing policies and practices).

11. THIRD PARTY ADVERTISING

- 11.1. We may allow third party advertisers to place or deliver advertisements on the Service. These third party advertisers may collect, monitor, and use information about your visit(s) to the Service in order to provide advertisements on the Service and other sites about goods and services that may be of interest to you.
- 11.2. Any third party advertiser permitted by the Company to collect data in connection with the Service shall do so only in compliance with applicable data protection legislation, including the UK GDPR and the Privacy and Electronic Communications Regulations 2003. The Company will not permit third party advertising that involves the processing of special category data or financial data of Users without their explicit consent.
- 11.3. We do not endorse, and will not be responsible for, the content of any such advertisements or for your access, use, reliance, sale, purchase, or other action on your part with respect to the contents or subject matter of such advertisements. The provisions in clause 10 shall apply similarly in respect of any link contained in such advertisements.

12. DISCLAIMER, LIMITATION OF LIABILITY AND INDEMNITY

- 12.1. Without prejudice to any warranties given by the Company to the Customer in the subscription agreement, no warranties are given in relation to these Terms and the Service is provided 'as is'. In particular, the Company does not warrant that the use of the Service and Materials will be uninterrupted or error-free, and all other conditions, warranties or other terms which might have effect between the parties or be implied or incorporated into this license whether by statute, common law or otherwise are hereby excluded, including the implied conditions, warranties or other terms as to satisfactory quality, fitness for purpose or the use of reasonable skill and care. We hereby disclaim all liability and responsibility to update, enhance or improve the Service or Materials.

- 12.2. The Company does not provide, and the provision of such information must not be construed as the Company providing, financial advice or recommendation for any asset or investment product.
- 12.3. Due to the inherent defects of electronic distribution, there may be errors, delays, omissions, interruption, breach of security, corruption, unavailability of access in connection with or inaccuracies in the Materials, the Service (“Defects”). We make no guarantees with respect to the performance, availability or uptime of the Service or that such access and use will be uninterrupted.
- 12.4. We do not guarantee, represent or warrant that the Service is free of malicious software, including, but not limited to, viruses, computer worms, Trojan horses, spyware or other harmful components (“Malicious Software”). However, nothing in this clause shall exclude the Company’s liability for loss or damage caused by Malicious Software that was introduced to the Service as a direct result of the Company’s own negligence of wilful misconduct.
- 12.5. Nothing in these Terms shall limit or exclude the Company’s liability for death or personal injury caused by the Company’s negligence, fraud or fraudulent misrepresentation, or any other liability that cannot be limited or excluded by applicable law.
- 12.6. Subject to clause 12.5 we will not be liable to you for any loss, damage, claim, liability, expense, or costs, whether in contract, tort (including negligence) or otherwise, arising out of or in relation to:
 - 12.6.1. Anything done or omitted to be done in relation to the Materials or the Service or any delay, inaccuracies or omissions in the Materials or any interruption to the supply of Materials or the Service;
 - 12.6.2. The use of the Materials or the Service;
 - 12.6.3. Any Defects; or
 - 12.6.4. Any Malicious Software.
- 12.7. Subject to clause 12.5, we will not be liable for any consequential, incidental, special or punitive loss, damage, claim, or liability or (whether direct or indirect) any loss of data, profits, business contracts or business opportunities, whether in contract, tort (including negligence) or otherwise.
- 12.8. Subject to clause 12.5, our total aggregate liability in contract, tort (including negligence and breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise, arising in connection

with the operation and/or the provision of the Service under these Terms or any collateral contract shall in all circumstances be limited to £500.

- 12.9. You shall indemnify and hold harmless and keep the Company indemnified in full against all and any claims, actions, proceedings, loss, damage, costs (including legal costs on a full indemnity basis), expenses and liabilities of whatsoever nature and howsoever arising which may be brought against or suffered or incurred by the Company arising from or which is directly or indirectly related to: (a) your access and/or use of the Service and/or Materials in contravention of these Terms or our instructions from time to time; (b) any other party's access of the Service using your user ID and your password as a result of your willful or negligent acts or omissions; (c) your breach of any of these Terms.

13. TERMINATION AND BREACHES BY YOU

- 13.1. The Company may terminate your access to the Service at its sole discretion. Where termination is without cause, the Company will use reasonable endeavours to provide not less than thirty (30) days' prior written notice. The Company may terminate immediately and without notice in the event of your material breach of these Terms, non-payment of fees, or where the Company reasonably considers that continued access poses a legal, security, regulatory, or reputational risk.
- 13.2. Upon termination of your access —
- 13.2.1. You will lose access to the Service;
- 13.2.2. The Company will retain data associated with your account for a period of thirty (30) days following the date of termination (the "Retention Period), during which time you may submit a written request to the Company for an export of your personal data; and
- 13.2.3. Following expiry of the Retention Period, the Company will delete or anonymise your account data, subject to any overriding legal or regulatory retention obligations.
- 13.3. In the event of your breach of these Terms we may —
- 13.4. Take any action we consider necessary to remedy the breach; and/or
- 13.5. Report any breach by you to the Customer and/or law enforcement authorities, which may result in disciplinary or other proceedings.

14. CONFIDENTIAL INFORMATION

- 14.1. Each party shall keep confidential, and shall not use for its own purposes (other than as permitted herein) nor without the prior written consent of the other disclose to any third party (except its professional advisors or as may be required by any law or any legal or regulatory authority) any information of a confidential nature (including, without limitation, trade secrets, technical information and information of commercial value) which may be disclosed by the other party or become known to such party from the other party and which relates to the other party, unless that information is public knowledge or already known to such party at the time of disclosure, or subsequently becomes public knowledge other than by breach of these Terms, or subsequently comes lawfully into the possession of such party from a third party. Each party shall use its reasonable endeavours to prevent the unauthorised disclosure of any such information. All confidential information disclosed by either party to the other party under these Terms shall be used by the receiving party solely in connection with the performance of these Terms and by authorised employees who are directly involved in the use of confidential information and who have agreed in writing to be bound by the terms of these Terms.
- 14.2. The obligations of each party under these Terms regarding use and disclosure of confidential information shall continue and not terminate until three (3) years after the expiry or termination of these Terms.

15. ASSIGNMENT

- 15.1. These Terms are personal to you as an authorised User and the rights and obligations hereunder may not be assigned or transferred by you without prior written consent.

16. RIGHTS OF THIRD PARTIES

- 16.1. No person or entity other than those party to these Terms has any right to enforce any of these Terms.

17. CHANGES TO THE AGREEMENT

- 17.1. The Company reserves the right to modify or update these Terms at any time. Changes will be effective upon posting the revised Terms on the Company's website. It is your responsibility to check this page periodically for changes.

18. GOVERNING LAW

18.1. These Terms are governed by and construed in accordance with the laws of England and Wales. You agree to submit to the exclusive jurisdiction of the courts of England and Wales.

19. ANTI-FINANCIAL CRIME COMPLIANCE

19.1. Each party warrants to the other that it and each person associated with it has not committed, and will not commit, any offence under the Bribery Act 2010, the Proceeds of Crime Act 2002, the Money Laundering, Terrorist Financing, and Transfer of Funds (Information on the Payer) Regulations 2017, or any other applicable anti-corruption, anti-bribery, or anti-money laundering legislation.

19.2. Each party shall maintain adequate procedures designed to prevent persons associated with it from committing such offences, and shall promptly notify the other party if it becomes aware of any actual or suspected breach of this clause 19.

19.3. You shall not use the Service in connection with, or to facilitate, any financial crime, money laundering, terrorist financing, tax evasion, or activity that would constitute an offence under any applicable legislation.

20. SEVERABILITY

20.1. If any provision of these Terms is found by a court or administrative body of competent jurisdiction to be invalid, unenforceable, or illegal, the other provisions shall remain in force. If any invalid, unenforceable, or illegal provision would be valid, enforceable, or legal if some part of it were deleted, the provision shall apply with whichever modification is necessary to give effect to the commercial intention of the parties.