

IMMERSIVE FINANCE

TERMS OF USE

1. OVERVIEW

- 1.1. These terms of the (the “Terms”) set out the rules for accessing and using the website available at <https://immersive-finance.com> and any publicly available pages, materials, content, forms, or resources made available through that website (the “Site”).
- 1.2. These Terms apply to the website given in clause 1.1 only. They do **not** govern:
 - 1.2.1. the Immersive Finance WebApp;
 - 1.2.2. the Immersive Finance application programming interface or API documentation made available through a protected service environment;
 - 1.2.3. any subscription, trial, customer, licence, service, implementation, support, or data processing arrangement; or
 - 1.2.4. any other product of service made available subject to separate written terms.
- 1.3. If you access the WebApp, API, or any subscription service, that access will be governed by the applicable service terms, client agreement, subscription agreement, data processing agreement, and/or other terms notified to you separately.
- 1.4. By accessing or using the Site, you confirm that you accept these Terms and agree to comply with them. If you do not agree to these Terms, you must not use the Site.

2. WHO WE ARE

- 2.1. The Site is operated and managed by Immersive Finance Limited (“we”, “us”, or “our”), a company incorporated in England and Wales under company number 11505251.
- 2.2. Our registered office is 128 City Road, London, UK, EC1V 2NX.
- 2.3. To contact us regarding these Terms, please use: contact@immersive-finance.com

3. DEFINITIONS

- 3.1. **Content** means any text, information, data, graphics, images, video, audio, software, code, reports, articles, insights, trademarks, logos, page layout, design, downloads, documents, or other materials made available on or through the Site.
- 3.2. **Site** has the meaning given in clause 1.1 and excludes the WebApp, API, and any protected customer environment.
- 3.3. **Unwanted Submission** has the meaning given in clause 12.2.
- 3.4. **You** or **Your** means the person accessing or using the Site.

4. OTHER TERMS THAT MAY APPLY

- 4.1. These Terms should be read together with our Privacy Policy and Cookie Policy. These documents explain how we collect and use personal data and how cookies and similar technologies may be used.
- 4.2. If you submit a contact request, demo request, careers application, CV, message, or similar form through the Site, our use of the personal data you provide will be governed by our Privacy Policy.
- 4.3. If a specific page, download, event, campaign, report, webinar, demo, product, trial, or other resource is made available subject to separate terms, those separate terms will also apply. If there is any conflict between those separate terms and these Terms, the separate terms will take priority for that specific item or activity only.

5. ACCESSING THE SITE

- 5.1. The Site is made available free of charge.
- 5.2. We do not guarantee that the Site, or any Content on it, will always be available, uninterrupted, secure, or error-free.
- 5.3. We may suspend, withdraw, discontinue, restrict, or change all or any part of the Site at any time.
- 5.4. You are responsible for ensuring that all persons who access the Site through your internet connection, device, or network are aware of these Terms and comply with them.
- 5.5. We operate the Site from the United Kingdom. We do not represent that the Site or any Content is appropriate or available in any particular jurisdiction outside the

United Kingdom. If you access the Site from outside the United Kingdom, you are responsible for complying with any applicable local laws.

6. PERMITTED USE

- 6.1. You may use the Site for lawful business, professional, and informational purposes only. Subject to these Terms, you may:
 - 6.1.1. access and view the Site in a web browser;
 - 6.1.2. download or print reasonable extracts of Content for your own internal business or professional reference; and
 - 6.1.3. share links to publicly available pages of the Site, provided that you do so in a fair and lawful manner and do not suggest any association, approval, or endorsement by use where none exists.
- 6.2. You must not use the Site or any Content for any purpose which is unlawful, fraudulent, harmful, or inconsistent with these Terms.

7. PROHIBITED USE

- 7.1. You must not:
 - 7.1.1. use the Site in any way that breaches any applicable local, national, or international law or regulations;
 - 7.1.2. use the Site in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;
 - 7.1.3. use the Site to transmit, upload, send, knowingly receive or otherwise make available any material that is unlawful, defamatory, obscene, offensive, abusive, threatening, discriminatory, harassing, invasive of privacy, infringing, misleading, malicious, or otherwise objectionable;
 - 7.1.4. impersonate any person or entity or misrepresent your identity or affiliation with any person or entity;
 - 7.1.5. interfere with, damage, disrupt, overburden, impair, or compromise the Site, our systems, servers, networks, databases, or security measures;
 - 7.1.6. introduce any virus, Trojan horse, worm, logic bomb, spyware, ransomware, keystroke logger, malware, or other material that is malicious or technologically harmful;

- 7.1.7. attempt to gain unauthorised access to the Site, the server on which the Site is stored, or any server, computer, database, or network connected to the Site;
- 7.1.8. attack the Site via a denial-of-service attack, distributed denial-of-service attack, or similar attack;
- 7.1.9. use any robot, spider, scraper, crawler, data mining tool, extraction tool, automated device, process, or means to access, monitor, copy, scrape, harvest, extract, index, or otherwise process the Site or any Content, except to the extent permitted by applicable law and not capable of lawful exclusion;
- 7.1.10. reproduce, obscure, alter, or circumvent any copyright notice, trademark notice, digital rights notice, security feature, or other proprietary notice on the Site or Content;
- 7.1.11. use the Site or Content to develop, train, improve, validate, test, or operate any artificial intelligence model, machine learning system, or competing product of service without prior written consent; or
- 7.1.12. use the Site in any way that could damage our reputation, goodwill, business, or intellectual property.

8. INTELLECTUAL PROPERTY RIGHTS

- 8.1. We are the owner or licensee of all intellectual property rights in the Site and Content. Those rights are protected by copyright, trademark, database right, design right, passing off, and other intellectual property laws and treaties around the world.
- 8.2. All rights in the Site and Content are reserved. Nothing in these Terms transfers any intellectual property rights to you.
- 8.3. You are granted a limited, revocable, non-exclusive, non-transferable permission to access and use the Site solely as necessary for the permitted use described in clause 6.
- 8.4. You must not use the name **Immersive Finance**, our logos, trademarks, trade names, product names, service names, branding, get-up, or other identifying marks without prior written consent, except where such use is strictly necessary to refer to us fairly and lawfully.

- 8.5. If you print, copy, download, share, or use any part of the Site or Content in breach of these Terms, your right to use the Site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

9. NO FINANCIAL, INVESTMENT, LEGAL, TAX, OR TECHNICAL ADVICE

- 9.1. The Content is provided for general information only. It is intended to provide information about us, our business, our technology, our insights, our products and services, and related market developments.
- 9.2. The Content does not constitute, and must not be relied upon as, financial advice, investment advice, trading advice, legal advice, tax advice, accounting advice, technical advice, regulatory advice, or any other professional advice.
- 9.3. Nothing on this Site is intended to constitute:
 - 9.3.1. an offer, invitation, inducement, or recommendation to buy, sell, subscribe for, hold, dispose or, or enter into any investment, digital asset, derivative, structured product, financial instrument, or other transaction;
 - 9.3.2. investment research or an investment recommendation;
 - 9.3.3. a personal recommendation;
 - 9.3.4. a representation that any investment, digital asset, derivative, structured product, financial instrument, strategy, model, methodology, data-set, or technology is suitable for any person; or
 - 9.3.5. a commitment to provide any product, service, functionality, integration, data-set, feature, performance level, or outcome.
- 9.4. You should obtain appropriate professional advice before making any decision or taking any action on the basis of any Content.
- 9.5. Past performance, back-tested performance, modelled performance, projections, examples, scenarios, analytics, metrics, commentary, or illustrations shown on the Site are provided for information only and must not be treated as a reliable indicator of future performance or outcomes.

10. ACCURACY OF CONTENT

- 10.1. We take reasonable care to keep the Site and Content accurate and up-to-date, but we do not guarantee that the Site or Content is accurate, complete, current, suitable, reliable, or free from errors or omissions.
- 10.2. We may update, amend, remove, or replace Content at any time without notice.

- 10.3. You are responsible for checking any information before relying on it. Any reliance you place on the Site or Content is at your own risk.
- 10.4. To the extent that the Site includes statements about future plans, anticipated functionality, product development, market trends, expected outcomes, or similar forward-looking statements, those statements are subject to change and do not constitute binding commitments.

11. SECURITY AND VIRUSES

- 11.1. We do not guarantee that the Site will be secure or free from bugs, viruses, or other harmful components.
- 11.2. You are responsible for configuring your own information technology, computer programmes, devices, and platforms to access the Site safely. You should use your own virus protection software.
- 11.3. You must not misuse the Site by knowingly introducing malicious or technologically harmful material or attempting to gain unauthorised access to the Site or related systems.
- 11.4. We may report any actual or suspected cyber, security, or misuse incident to relevant law enforcement authorities or regulators, and may cooperate with those authorities by disclosing your identity or other relevant information to them where lawful and appropriate.

12. INFORMATION SUBMITTED TO US

- 12.1. You may be able to submit information to us through the Site, including through contact forms, demo request forms, careers forms, or similar features.
- 12.2. You must **not** submit to us through the Site any information that you regard as confidential, commercially sensitive, proprietary or valuable, unless we have expressly requested that specific information for a stated purpose. This includes patentable ideas, patent applications, product ideas, prototypes, advertising or marketing suggestions, business plans, trading strategies, technical specifications, source code, or other confidential know-how (“Unwanted Submissions”).
- 12.3. Where you submit an Unwanted Submission, you agree that, to the fullest extent permitted by law that:
 - 12.3.1. we are not obliged to treat it as confidential;
 - 12.3.2. we may use, disclose, develop, evaluate, test, reproduce, publish, or otherwise exploit it without restriction and without payment to you; and

- 12.3.3. you waive, and will not bring, any claim against us arising from our use or non-use of it.
- 12.4. Clause 12.3 does not affect how we handle personal data under our Privacy Policy.
- 12.5. You warrant that any information you submit through the Site is accurate, lawful, not misleading, and does not infringe on third-party rights.
- 12.6. If you upload or submit a CV, job application, or recruitment-related information, you must ensure that it is accurate, relates to you, and does not include any unnecessary sensitive personal data unless specifically requested or clearly relevant.

13. THIRD PARTY CONTENT AND LINKS

- 13.1. The Site may include links or references to third-party websites, platforms, services, plug-ins, tools, social media pages, publications, or resources.
- 13.2. Third-party links are provided for your convenience and information only. We do not control, approve, or endorse those third-party websites or resources and are not responsible for their content, availability, security, accuracy, terms, privacy practices, or any loss or damage that may arise from your use of them.
- 13.3. If you access any third-party website or resource, you do so at your own risk and subject to the terms and policies applicable to that third-party website and resource.

14. LINKING TO THE SITE

- 14.1. You may link to publicly available pages of the Site, provided that you do so in a way that is fair, lawful, and does not damage our reputation or take advantage of it.
- 14.2. You must not:
 - 14.2.1. establish a link in a way that suggests any association, approval, endorsement, partnership, or sponsorship by us where none exists;
 - 14.2.2. link to the Site from any website containing unlawful, misleading, defamatory, obscene, offensive, infringing, or otherwise inappropriate content;
 - 14.2.3. frame the Site on any other website or make the Site appear to be part of another website;

- 14.2.4. deep-link to Content in a way that bypasses Site functionality, notices, attribution, security, consent mechanisms, or access controls; or
 - 14.2.5. use our logos, trademarks, or branding as part of a link without our prior written consent.
- 14.3. We may withdraw linking permission at any time without notice.

15. BREACH OF THESE TERMS

- 15.1. If we consider that you have breached these Terms, we may take any action we reasonably consider appropriate, including:
- 15.1.1. suspending, restricting, or blocking your access to the Site;
 - 15.1.2. requiring you to stop using, return, delete, or destroy any Content obtained in breach of these Terms;
 - 15.1.3. issuing a warning or notice to you;
 - 15.1.4. taking legal action against you; and/or
 - 15.1.5. reporting the matter to relevant law enforcement authorities, regulators, or other third parties where lawful and appropriate.
- 15.2. We exclude our liability for actions taken in response to breaches of these Terms to the fullest extent permitted by law.

16. OUR RESPONSIBILITY FOR LOSS OR DAMAGE

- 16.1. Nothing in these Terms excludes or limits our liability for:
- 16.1.1. death or personal injury caused by our negligence;
 - 16.1.2. fraud or fraudulent misrepresentation; or
 - 16.1.3. any other liability that cannot be excluded or limited under applicable law.
- 16.2. Subject to clause 16.1, we exclude all implied conditions, warranties, representations, and other terms that may apply to the Site or Content to the fullest extent permitted by law.
- 16.3. Subject to clause 16.1, we will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, misrepresentation, restitution or otherwise, arising under or in connection with:
- 16.3.1. your use of, or inability to use, the Site;

- 16.3.2. your use of or reliance on any Content;
 - 16.3.3. any errors, omissions, inaccuracies, or delays in the Site or Content;
 - 16.3.4. any interruption, suspension, withdrawal, restriction, or unavailability of the Site;
 - 16.3.5. any virus, distributed denial of service attack, or other technologically harmful material affecting your computer equipment, devices, software, data, or other proprietary material arising from your use of the Site or from downloading any Content; or
 - 16.3.6. any third-party website, content, service, or resource linked to or referenced from the Site.
- 16.4. Subject to clause 16.1, we will not be liable for:
- 16.4.1. loss of profits, sales, business, or revenue;
 - 16.4.2. business interruption;
 - 16.4.3. loss of anticipated savings;
 - 16.4.4. loss of business opportunity, goodwill, or reputation;
 - 16.4.5. loss or corruption of data;
 - 16.4.6. wasted management or office time; or
 - 16.4.7. any indirect or consequential loss or damage.
- 16.5. The Site is intended principally for business and professional users. If you access the Site as a consumer, nothing affects your statutory rights as a consumer.

17. INDEMNITY

- 17.1. If you use the Site on behalf of a business, organisation, or other legal entity, you agree to indemnify us against all losses, liabilities, costs, expenses, damages, and claims suffered or incurred by us arising out of or in connection with:
- 17.1.1. your breach of these Terms;
 - 17.1.2. your misuse of the Site or Content;
 - 17.1.3. your infringement of our intellectual property rights or third-party rights;
- or

17.1.4. any information or material you submit to us in breach of these Terms.

17.2. The indemnity in clause 17.1 does not apply to you where and to the extent that applicable law prohibits such an indemnity.

18. CHANGES TO THESE TERMS

18.1. We may update these Terms from time to time.

18.2. The latest version of these Terms will be posted on the Site. The date at the top of these Terms indicates when they were last updated.

18.3. Your continued use of the Site after the updated Terms are posted means that you accept the updated Terms.

19. TRANSFER OF RIGHTS

19.1. We may transfer, assign, subcontract, or otherwise deal with our rights and obligations under these Terms.

19.2. You may not transfer or assign your rights or obligations under these Terms without our prior written consent.

20. SEVERANCE

20.1. If any provision or part-provision of these Terms is or becomes invalid, illegal, or unenforceable, it will be deemed modified to the minimum extent necessary to make it valid, legal, and enforceable.

20.2. If such modification is not possible, the relevant provision or part-provision will be deemed deleted. Any modification or deletion will not affect the validity and enforceability of the rest of these Terms.

21. THIRD PARTY RIGHTS

21.1. Except as expressly stated otherwise, these Terms do not give rise to any rights for any third party to enforce any term under the Contracts (Rights of Third Parties) Act 1999.

22. GOVERNING LAW AND JURISDICTION

22.1. These Terms, their subject matter and their formation, and any non-contractual disputes or claims, are governed by the laws of England and Wales.

- 22.2. Subject to clause 23.3, the courts of England and Wales shall have exclusive jurisdiction over any dispute or claim arising out of or in connection with these Terms, their subject matter or formation, or your use of the Site.
- 22.3. If you are a consumer, you may have the right to bring proceedings in your local courts and to rely on any mandatory consumer protection laws of the country in which you live.