



TERMS AND PRIVACY STATEMENT

- MAY 2019 -

TERMS OF SERVICE AND SUBSCRIPTION AGREEMENT

1. GENERAL TERMS & DEFINITIONS

This Utluna Terms of Service and Subscription Agreement constitutes an agreement between you (Subscriber, User, or Customer) and Us (Utluna Solutions Ltd.), and sets forth the terms and conditions that apply to your access and use of Our Utluna Service, Website and Applications.

DEFINITIONS

"Agreement" means the latest version of the Utluna Terms of Service and Subscription Agreement published on our Website.

"Anonymous User Policy", is Our policy to not request your Personally Identifiable Information for the use of Our Service, as set out in Our Privacy Statement.

"Application", or **"App"**, singular or plural, refers to any of Our web-based computer programs, smart phone, tablet or personal computer applications and all other software programs made available to Utluna Users directly by Us or via Designated Partners.

"Confidential Information" means all information exchanged between the Parties in connection to the Service, whether in writing, electronically or verbally, but does not include information which is, or becomes, publicly available other than through unauthorized disclosure by the other Party. Confidential Information will also include information submitted to the receiving Party by a third party under instruction from, and under confidential obligation with, the disclosing Party.

"Designated Partner" means a party that We license and authorize to distribute, provide and use the Service for the party's users and customers.

"Utluna" means Utluna Solutions Ltd., incorporated in Switzerland.

"Meta Data" means statistical collective data amongst Utluna Users produced by Utluna as part of the Service.

"Party" refers individually to each of you and Utluna.

"Parties" refer to both you and Utluna collectively.

"Personally Identifiable Information" or **"PII"** means your name, address, identification number, phone number, and/or other information by which you may be personally identified.

"Privacy Statement" refers to the latest version of the document with the aforementioned title published on our Website.

"Service" means the account aggregation, portfolio visualization, analytics and reporting services made available by Utluna.

“Subscriber”, “User” or “Customer”, capitalized or otherwise, means the person who accesses, uses or subscribes to the Service, and, if authorized and applicable, the entity on whose behalf any person accesses, uses or subscribes to the Service.

“Subscription” means the arrangement and agreement between you and Us for Us to provide you the Service.

“Subscription Fee” means the fees (excluding any taxes and duties) for using the Utluna software and platform and receiving all associated services including statement processing, and all ad-hoc fees payable by you to Us in accordance with your Subscription.

“Us”, capitalized or otherwise, means Utluna. “We” and “Our”, capitalized or otherwise, have corresponding meanings.

“User Credentials” include the user private authentication key required to access the Service and/or, if applicable, the user ID, username and password.

“Utluna” is the brand name of the Service offered by Utluna Solutions Ltd.

“Website”, singular or plural, means all Websites and Web pages operated by Us in relation to the Service and hosted under the www.utluna.com and other domains owned by Us and Designated Partners.

“You”, capitalized or otherwise, means the subscriber, User or Customer. “Your”, capitalized or otherwise, has a corresponding meaning.

2. ACCEPTANCE OF TERMS

Your use of Our Websites and/or Service is subject to Our Privacy Statement which addresses how We handle and protect your data and information. Please read this Agreement and Our Privacy Statement carefully. By accessing, using and/or subscribing to Our Service, Websites and/or Applications, you understand and agree to be bound by the terms and conditions of this Agreement and Our Privacy Statement. If you do not agree to this Agreement or the terms of Our Privacy Statement, you are not authorized to use Our Service, Websites and/or Applications. By accepting this Agreement, you represent that you have the capacity to enter or, if you are acting on behalf of a company or entity, that you have the authority to bind such entity, into a legally binding contract, and you agree that this Agreement legally binds you in the same manner as a signed, written, paper contract.

3. DESCRIPTION OF THE SERVICE

Utluna is a financial account aggregation and portfolio visualization, analytics and reporting service. We aggregate financial account information that you provide Us, or otherwise authorize Us to have access to, process the information into an aggregated portfolio and report it on a User only restricted access area on Our Website and/or Applications.

4. REGISTRATION AND SUBSCRIPTION FEE

Utluna is a paid service and a Subscription Fee is charged, which is payable, in advance, on a pre-agreed periodical basis.

You authorize Us to store and continue billing your Subscription Fee to your preferred method of payment, such as credit card, unless you otherwise notify Us of any change to such preferred payment method.

In addition to the Subscription Fee you are responsible for payment of all other ad-hoc fees that you may incur and we may invoice you from time to time, and all taxes, and bank charges and other transaction costs related to your payment. If you subscribe to the Service directly with Us, you can receive a copy of your invoice through the message function in the Utluna Website user area.

5. TERM AND TERMINATION

a. Term

This Agreement will remain in effect until you cancel or We terminate your Subscription. At the end of each Subscription Fee billing cycle, the Subscription will automatically continue for another billing cycle, provided you continue to pay the Subscription Fee when due.

b. Termination at your will

You may cancel your Subscription by notifying in writing (including via electronic means) to Us, or if applicable, to the Designated Partner. If you wish to notify Us, you may do so via the message function in the Utluna Application User area, or by email to support@utluna.com or any other designated email address provided to you. Please note that We do not offer any refund for any remaining period of your Subscription.

c. Termination for Breach

We may forthwith suspend or terminate, at Our sole discretion, your Subscription and your use of the Service, Website and/or Applications, if you:

- i. breach any of the terms of this Agreement and such breach, where rectifiable, remains unrectified for seven (7) days or more after the breach;
- ii. breach any of the terms of this Agreement and such breach is not capable of being remedied; or
- iii. use the Service in a manner that may expose Us to legal liability, disrupt the Service and/or disrupt other Users' use of the Service.

d. Discontinuation of Service

Notwithstanding any other provision of the Agreement, We reserve the right to suspend or discontinue the Service, either temporarily or permanently and either wholly or in part, for maintenance purposes or otherwise, without prior notice. In the event the Service is discontinued or suspended for more than fourteen (14) days, We will effect a proportionate refund (directly by Us, or if applicable, through the Designated Partner) of any Subscription Fee paid in advance in respect of the unutilized portion of the applicable Subscription period or otherwise apply such amount to the credit of future Subscription Fee payments, where applicable.

e. Modification of Terms

We may revise the terms of this Agreement from time to time and the most current version will be posted on the Website. Revisions will be updated on the Website and you are responsible for checking such postings regularly. By continuing to access or use the Service after revisions become effective, you agree to be bound by the revised terms. If you do not agree to the revised terms, you may cancel your subscription via the message function in the Utluna Application User area, by email to support@utluna.com or any other designated email address provided to you, or through communication with the Designated Partner (if applicable).

f. Revision of Subscription Fee

We reserve the right to revise the Subscription Fee from time to time. If you do not agree to the revised Subscription Fee, you may cancel your subscription via the message function in the Utluna Application User area, by email to support@utluna.com or any other designated email address provided to you, or through communication with the Designated

Partner (if applicable), otherwise you will be deemed to have agreed to the revised Subscription Fee.

6. YOUR OBLIGATIONS

a. Service Access

You must:

- i. ensure that your User Credentials are kept secure and confidential at all times and agree to make every reasonable effort to prevent unauthorized third parties from accessing the Service using your User Credentials. If you are accessing the Service via a Designated Partner's website or online portal, you are required to apply and obtain the necessary access with the Designated Partner. In the event of any unauthorized use of your User Credentials or any other security breach, you must notify Us and the Designated Partner (if applicable) immediately and take all other actions necessary for Us and the Designated Partner (if applicable) to maintain the security of the Service;
- ii. not attempt to undermine the security or integrity of Our computing systems or networks where the Service is hosted, or take or permit any action which may impair the functionality of the Service or the Website;
- iii. not attempt to copy, reproduce, reverse engineer or decompile any computer program, design, functionality and any other component of the Service and/or Applications;
- iv. not attempt to gain unauthorized access to any materials other than those contained in your 'User only' area or to which you are otherwise expressly permitted to access;
- v. not transmit or upload into the Service and/or Website any files containing malicious computer codes or any software that may damage Our computing systems or networks or any other person's computing device or any content that may be offensive or any material or data in violation of any law; and
- vi. warrant at all times that any information or data provided by you to Us in connection with this Agreement is your own, is true and correct, does not infringe any rights, including intellectual property rights or confidentiality rights, of any person and that you are fully entitled to furnish such information or data to Us for purposes of this Agreement and, for so long as your Subscription remains in force.

b. Usage Limitations

You may only use the Service in accordance with and within the limitations of your Subscription as set out in this clause. You must only use the Service strictly for your or, if you are using Our Service for and on behalf of an organization, your organization's own lawful purposes. You may not purport to license, sell, lease, outsource or otherwise share or permit the use of the Service to or with any third party, whether or not such actions are undertaken for financial gain. Usage beyond this limitation will result in a suspension or cancellation of your Subscription and you may also be liable for payment of any costs, losses and/or damages that may be suffered by Us as a result.

c. No Financial Advice

You understand and agree that the reports, analyses and other content provided to you by the Service is solely for your own general information purposes and does not constitute financial advice and may not be used by you to make financial or investment decisions, which should be based on your own independent research and analysis. Utluna makes no investment recommendations and offers to subscribe to or for any investment products.

d. Timely Payment of Subscription Fee

If you subscribe to the Service directly with Us, you are responsible to ensure the timely payment of your Subscription Fee. If you are using our credit card payment facility that allows you to make automatic recurring payment; please check the expiry date of your registered credit card from time to time to avoid any payment failures. Failure to pay the Subscription Fee will result in a suspension or cancellation of Your Subscription.

7. OWNERSHIP AND RIGHTS**a. Your Data**

- i. The financial account statements and other financial data that you provide to Us or otherwise authorize Us to have access to (collectively, your "Personal Financial Data"), is your property.
- ii. For so long as your Subscription remains valid, you grant Us a license to use, copy, transmit, store and back-up your Personal Financial Data for purposes

of the Service and/or for any other purpose(s) as contemplated by this Agreement.

- iii. You acknowledge that, for your privacy, security and other operational reasons, your data in the original form received by Us may be deleted without being backed-up by Us after such data has been processed for purposes of the Service.
- iv. If you decide to stop the Service and cancel your Subscription, We will delete your Personal Financial Data, both in its original form and in its processed form from the Service, within a reasonable time. Kindly note that (a) there may be some latency in removing this information from Our servers and back-up storage; and (b) We may retain your data and information, and in certain cases, may disclose the same to third parties if necessary to comply with applicable laws and legal obligations, resolving disputes, enforcing this Agreement and protect Our intellectual property rights.

b. Utluna's Intellectual Property

- i. The technology and contents of the Service, including, but not limited to, the "look and feel" (such as text, graphics, images, illustrations, logos, button icons) of Our Websites, Applications and all other material, Meta Data, photographs, videos, tutorials, editorial content, notices, software and other content, are the property of Utluna (and/or its licensors).
- ii. As part of the Service, We grant you a non-exclusive, limited, royalty-free, revocable license, during the term of this Agreement, to use Our Websites and Applications to facilitate your personal, non-commercial use of the Service.
- iii. You acknowledge and agree that Utluna and the Utluna logo are Our trademarks and/or service marks and may not be used by you without Our prior written consent.
- iv. Any distribution, reprint or electronic reproduction of any content from the Service, in whole or in part, is strictly prohibited without Our prior written consent.

8. INDEMNITY

You indemnify Us against all costs, losses and damages arising from your breach of any of the Agreement and any other obligation you may have to Us.

9. SERVICE "AS IS"

Our Service is provided to you on an "as is" basis and, to the fullest extent permissible by law, We make no express or implied warranty as to the accuracy, timeliness, availability or uninterrupted use of the Service. You hereby acknowledge that your use of the services is at your sole risk.

Whilst We will use reasonable commercial efforts to ensure that all information from your Personal Financial Data is accurately captured, extracted and/or entered into Our system, We do not warrant that this process or that any reports and/or analysis generated by Utluna will be 100% error free. You are responsible for reviewing and verifying all such reports and/or analysis and promptly informing Us of any errors noted. Subject to that, We will take steps to investigate and rectify any confirmed errors as soon as reasonably practicable following receipt your notification.

10. LIMITATION OF LIABILITY

We will not be liable to you for any loss (including loss of information, data, revenues, profits or savings) or damage resulting, directly or indirectly, from any use of, or reliance on the Service. You assume sole responsibility for results obtained from the use of the Service and the conclusions drawn from such use.

Without limiting clause 10(a), if you suffer loss or damage as a result of Our negligence or failure to comply with Our obligations under this Agreement, any claim by you against Us will in any event be limited to the aggregate Subscription Fee paid by you to Us over the 3 months' period preceding the date the claim first accrued.

11. THIRD PARTY WEBSITES, CONTENT, PRODUCTS AND/OR SERVICES

The Services may enable you to link to the websites and to access the content, products and/or services of third parties, including Users, advertisers, affiliates and sponsors of such third parties. We have no control over and are not responsible for any such third party websites or content, products or services and you agree to bear all risks associated with your access to and/or use of any such third party websites, content, products and services.

12. GENERAL

a. Entire Agreement

This Agreement, together with Our Privacy Statement, your Subscription and any other notices or instructions given to you under this Agreement, supersedes and replaces all prior agreements, representations (whether oral or written), and understandings and constitute the entire agreement between you and Us relating to the Service and the use of Our Websites and Applications.

b. Waiver

No waiver of any claim, right or entitlement will be effective unless made in writing. If either Party waives any breach of this Agreement, this will not constitute a waiver of any other or continuing breach.

c. Delays

Neither Party will be liable for any delay or failure in performance of its obligations under this Agreement if the delay or failure is due to any cause outside its reasonable control. This clause does not apply to any obligation to pay money. If the event leading to such delay continues for more than 14 days, either Party will be entitled to terminate this Agreement, upon written notice to the other, whereupon this Agreement shall forthwith terminate with no further claims on the part of either Party but without prejudice to any previously accrued claims.

d. No Assignment

You may not assign or transfer any rights under this Agreement to any other person without Our prior written consent. Subject to that, this agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns.

e. Governing Law and Jurisdiction

This Agreement is governed by English law.

Any Dispute in connection with this agreement must be referred to and finally resolved by binding arbitration in accordance with the ICC Arbitration Rules, as in force when the Notice of Arbitration is submitted in accordance with those Rules, and as may be amended by the rest of this clause 12. Capitalised terms used in this clause and which are not otherwise defined in this agreement shall have the meaning given to those terms in the ICC Arbitration Rules.

The arbitration shall be administered by the ICC in accordance with the ICC Procedures for Arbitration as in force when the Notice of Arbitration is submitted.

The appointing authority shall be the ICC.

The arbitration proceedings must be conducted in English in London.

The arbitral tribunal is to be constituted by three arbitrators. You may appoint one arbitrator and Utluna may appoint one arbitrator. The third arbitrator, who shall be the presiding arbitrator, shall be appointed according to the mutual decision of the parties to the arbitration. If the parties involved in the arbitration cannot agree upon the third arbitrator within 20 Business Days after the date the Respondent receives the Notice of Arbitration, the third arbitrator shall be appointed by the ICC.

The arbitration award is final and binding on the parties and the parties agree to be bound and to act accordingly. Unless required by applicable laws or regulatory requirements or with the prior written consent of the parties to the arbitration, the content, existence and award of any arbitral proceedings must be kept confidential. The costs of the arbitration and reasonable legal fees will be payable by the parties as the arbitrator directs in the arbitration award.

f. **Severability**

If any part or provision of this Agreement is invalid, unenforceable or in conflict with the law, that part or provision shall be deemed replaced with a provision which, as far as possible, accomplishes the original purpose of that part or provision or if such replacement is not practicable shall be deemed deleted, in either case without affect the legality and binding nature of the remainder of this Agreement.

g. **Notices**

Any notice given under this Agreement by either Party to the other must be in writing, by email, or by electronic communication via the Website and will be deemed to have been

given on transmission, unless the recipient can satisfactorily establish that the email or electronic communication was not received by the recipient's email or web server. Notices to Us must be sent by email to support@utluna.com or any other designated email address provided to you, by electronic communication via the Website, or through communication with the Designated Partner (if applicable), from time to time for such purpose. Notices to you will be sent to the email address which you provided when registering for setting up your access to the Service (or to such updated email address as may be notified to Us from time to time), by electronic communication via the Website, or through the Designated Partner (if applicable).

h. Rights of Third Parties

A person who is not a party to this Agreement has no right to benefit under or entitlement to enforce any term of this Agreement.

i. Relationship of Parties

You acknowledge and agree that We are merely a service provider in connection with the Service and that nothing in this Agreement shall cause or constitute the Parties to be partners, agents or fiduciaries of, or joint ventures with, each other.

j. Changes

We may revise this Agreement from time to time and will always present the most up-to-date version on Our Website. For the avoidance of doubt, by accessing, using and/or subscribing to Our Service, Websites and/or Applications, you are bound by the terms and conditions of the latest version of this Agreement and Privacy Statement as published on Our Website. It is your responsibility to periodically review and keep yourself apprised of the latest terms but, if any revision meaningfully affects your rights, We will take reasonable steps to notify you of such changes.

UTLUNA PRIVACY STATEMENT

INTRODUCTION

This Utluna Terms of Service and Subscription Agreement constitutes an agreement between you (Subscriber, User, or Customer) and Us (Utluna Solutions Ltd.), and sets forth the terms and conditions that apply to your access and use of Our Utluna Service, Website and Applications.

Utluna is a software as a service platform that offers automated financial data aggregation and portfolio visualization. Security and safety of Our clients' data and information is top priority. We explain here how We handle and protect your information.

DEFINITIONS

The **Definitions** used in our **Terms of Service and Subscription Agreement** apply to this Privacy Statement.

ANONYMOUS USER POLICY

No Personally Identifiable Information required

Utluna is an anonymous service and will not request your name, address, identification number, phone number, or other information by which you may be personally identified (collectively, your Personally Identifiable Information, or "PII").

In fact, We ask that you remove any such PII from the data that you provide to Us or otherwise authorize Us to have access to (collectively, your "Data"). For your added protection, please refrain from including any PII or other non-public information in your communication with Us, including your emails.

In the event your Data contains any PII, We will make best effort not to read, process or store such information on Utluna, and prevent them from appearing in your Utluna user area or in the reports generated by Us. Our Data Retention policy further dictates that We will delete your original Personal Financial Data (as defined below) within a reasonable time after the relevant financial information therein has been extracted and processed into Our database for the purpose of generating reports.

Whilst We take all reasonable steps to implement and comply with the above measures, please be informed that these measures are provided on a best-effort basis and We will not be liable for any inadvertent use, disclosure or retention of any PII disclosed to Us by you, intentionally or otherwise. In the event any such PII is inadvertently captured either in your Utluna user area or in any report generated by Utluna, please immediately notify Us so that We may promptly rectify the situation.

Communicating with Us

We offer two specific communication methods that are designed to maintain your anonymity in the course of your interaction with Us.

The first communication method is via anonymous email. Upon opening your account, you may opt to register an email address that will be linked to your Utluna account. We encourage you to set up an email address which contains no information from which your personal identity may be inferred.

The second communication method is to utilize the customer service messaging box found in the Utluna user area, when available.

Aside from the above, you may still communicate with Us via telephone, third party internet voice and chat providers, social media communication channels or via any email address that you regularly use. In such cases, We may receive information that discloses or could be used to establish your identity. We will, however, respect the confidentiality of such information (as with any other information that We receive from you) and will only use and/or retain the information strictly in accordance with Our usage policy (see Use of Your Data and Information below).

USE OF YOUR DATA AND INFORMATION

Personal Financial Data

We use the financial data that you provide to Us or authorize Us to have access (collectively, your "Personal Financial Data"), in order to deliver the Utluna service you have subscribed to. We will maintain such data as strictly confidential and will not sell, lease or distribute the same to any third party (other than certain trusted third party service providers involved in the operations of Our business and performing services on Our behalf, with restricted access to customer data and information, on a need-to-know basis only, and in compliance with this Privacy Statement) without your documented approval,

unless We are required or requested to do so by law or any regulatory authority for the jurisdiction that We operate in. For the avoidance of doubt, Personal Financial Data for this purpose does not include information that is aggregated with similar data from other users to produce Meta Data as described below, or is otherwise no longer identifiable to any specific Utluna user.

Meta data

For the purpose of producing statistical collective data amongst Utluna users ("Meta Data"), We may aggregate your Personal Financial Data together with similar data from other Utluna users. Meta Data will be produced in such a manner that the underlying data will be no longer identifiable to any specific user. We may share Meta Data amongst Utluna users as part of the service provided, and also with Our business partners and other third parties to help Us make improvements and/or enhancements to Our products and services and for marketing, research and academic purposes.

Personally Identifiable Information

As stated earlier, should you voluntarily provide Us with any of your PII, We treat such information with strict confidentiality. We will not sell, lease, or distribute the same to any third party without your documented approval, unless We are required or requested to do so by law or any regulatory authority for the jurisdiction that We operate in. Such data will be used solely to facilitate communication, and processing of internal administrative and record keeping.

KEEPING YOUR DATA AND INFORMATION SAFE

What We do

We are committed to the safety and security of your data and information. We place your data and information in a protected and secure database and deploy firewalls, SSL and encryption technology for data transmission. We use service providers complying with the Swiss-U.S. Privacy Shield Frameworks for data transfers and storage. We intend to subject ourselves to regular checks by third party security evaluation specialists and restrict access to customer data and information by Our staff on a need-to-know basis only. We also implement and maintain procedures to monitor staff activity regarding such access. On top of these measures, We implement the Anonymous User Policy as mentioned earlier.

The aforementioned security efforts do not preclude Us from the possibility of fraud, cyber-attacks, such as hacking, spyware and viruses, and We do not warrant that Our servers or

network will be immune from such attacks. We are not liable for any loss or damage arising from such risks.

What you should and should not do

You should ensure that your User Credentials required to access the Service are kept secure and confidential at all times and make every reasonable effort to prevent unauthorized third parties from accessing the Service using your User Credentials. In public areas, you should exercise caution and not leave your computer unattended whilst logged into your account. You should also avoid using public computer terminals to access your Utluna account, unless you can adequately verify that the terminal is free from spyware and that you can erase all of your information upon exiting the terminal. We will not be liable for any loss or damage arising from unauthorized access to your account due to any failure to comply with these precautions.

OTHER DATA

Utluna may record certain non-personal information such as Website usage and browsing activity, data displayed or clicked on (such as UI elements), and others (such as IP address, cookie ID, and referrer URL). Along with cookies, Utluna may also use third-party tracking technology, such as Google Analytics, to record similar information regarding you and your activity on the Utluna Website. We may grant access to your data and information to certain trusted third party services providers that We work with, but only to perform the service on Our behalf with restricted access to customer data and information on a need-to-know basis only, and in compliance with this Privacy Statement.

DATA RETENTION

We will delete your original Personal Financial Data within a reasonable time after the relevant financial information has been extracted and processed into Our database for the purpose of generating reports. We will retain your account information for as long as you use Utluna. If you decide to stop the service, We will delete all such data within a reasonable time after the termination of the service, subject to retention for purposes of complying with applicable laws, resolving disputes, enforcing the terms of Our agreement with you and protecting Utluna's intellectual property rights.

CHANGES

By using Utluna, you agree to the terms of this Privacy Statement. We may revise the terms of this Privacy Statement from time to time and will always present the most up-to-date version on Our Website. It is your responsibility to periodically review and keep yourself apprised of the latest terms but, if any revision meaningfully affects your rights, We will take reasonable steps to notify you of such changes.

Please inform Us of any changes to your email address and other communication preferences and We will take steps to update Our records after receiving such notification.

CONTACT

If you have questions or concerns about this Privacy Statement or about Our use or retention of your PII or Personal Financial Data, please contact Us via email at support@utluna.com or any other designated email address provided to you by Us, or through communication with the Designated Partner (if applicable).

Utluna Solutions Ltd.