

Legal Information^{v.2021}

1. Introduction

These Website terms of use ("Terms") set out the terms of use under which you may use this Website, www.finbou.com ("Website"). Please read these Terms carefully and ensure that you understand them. Your agreement to comply with and be bound by these Terms is deemed to occur upon your first use of this Website. If you do not agree to comply with and be bound by these Terms, you must stop using this Website.

2. Definitions

In these Terms, unless the context otherwise requires, the following expressions have the following meanings:

- a. **"Content"** means any and all text, images, audio, video, scripts, code, software, databases and any other form of information capable of being stored on a computer that appears on or forms part of this Website; and
- b. **"Finbou/we/us"** means Finbou AG, Freiestrasse 34, 8800 Thalwil, Switzerland

3. Information about us

This Website, www.finbou.com, is owned and operated by Finbou.

4. Access to this Website

Access to this Website is free of charge. It is your responsibility to make any and all arrangements necessary in order to access this Website. Access to this Website is provided "as is" and on an "as available" basis. We may alter, suspend or discontinue this Website (or any part of it) at any time and without notice. We will not be liable to you in any way if this Website (or any part of it) is unavailable at any time and for any period.

5. Intellectual property rights

All Content included on this Website and the copyright, trademarks and other intellectual property rights subsisting in that Content, unless specifically labelled otherwise, belongs to or has been licensed by us. Content on this Website may be protected by applicable Swiss and international intellectual property laws and treaties. Unless stipulated otherwise by the applicable mandatory law, you may not reproduce, copy, distribute, sell, rent, sub-licence, store, or in any other manner reuse Content from this Website, unless given express written permission to do so by us. You may not use any Content saved or downloaded from this Website for commercial purposes without first obtaining a licence from us (or our licensors, as appropriate) to do so.

6. Links to other websites

Links to other websites may be included on this Website. Unless expressly stated otherwise, these sites are not under the control of Finbou. We neither have any obligation nor have any responsibility or liability for the content of third-party sites. The inclusion of a link to another site on this Website is for information only and does not imply any endorsement of the sites themselves or those in control of them.

7. Disclaimers

The information on this website is published for information purposes only and does not constitute promotion, recommendation or advice. Nor does it constitute an offer or a solicitation to buy or sell financial instruments or to effect a transaction or conclude any business of a legal nature. This Website is not directed at any person subject to laws which prohibit the publication of, or access to, the Website (on account of the person's nationality, place of residence or any other reason). Persons to whom such restrictions apply are not permitted to access the Website. The future performance of the investment assets, including investment funds and investment fund strategies, cannot be derived from past price performance. In other words, the value of the investment may increase or decrease. The preservation of the invested capital cannot be guaranteed; for instance, exchange rate fluctuations may bring about changes in the value of the investment. To the extent permitted by applicable law, we make no representation, warranty, or guarantee that this Website will meet your requirements, that it will not infringe the rights of third parties, that it will be compatible with all software and hardware, or that it will be secure. We make reasonable efforts to ensure that the Content on this Website is complete, accurate, and up-to-date. We do not, however, make any representations, warranties or guarantees (whether express or implied) that the Content is complete, accurate, or up-to-date.

8. Liability

To the extent permitted by applicable law, we accept no liability to any user for any loss or damage, under any legal title arising out of or in connection with the use of (or inability to use) this Website or the use of or reliance upon any Content included on this Website. To the extent permitted by law, we exclude all representations, warranties, and guarantees (whether express or implied) that may apply to this Website or any Content included on this Website. We exercise all reasonable skill and care to ensure that this Website is free from viruses and other malware. We accept no liability for any loss or damage resulting from a virus or other malware, a distributed denial-of-service attack, or other harmful material or event that may adversely affect your hardware, software, data or other material that occurs as a result of your use of this Website (including the downloading of any Content from it) or any other site referred to on this Website. We neither assume nor accept obligation or liability arising out of any disruption or non-availability of this Website resulting from internal or external causes including, but not limited to, ISP equipment failure, host equipment failure, communications network failure, natural events, acts of war, or legal restrictions and censorship.

9. Cookies

Please refer to our cookie policy: [cookie policy](#).

10. Data protection

Please refer to our privacy policy: [privacy policy](#).

11. Changes to these terms

We may alter these terms at any time. Any such changes will become binding on you upon your first use of this Website after the changes have been implemented. You are therefore advised to check this Website from time to time. In the event of any conflict between the current version of these terms and any previous version(s), the provisions current and in effect shall prevail unless it is expressly stated otherwise.

12. Law and jurisdiction

These terms shall be governed by and construed in accordance with Swiss law (to the exclusion of Swiss Private International Law and international treaties). Any disputes concerning these terms shall be subject to the exclusive jurisdiction of the competent courts in Thalwil, Switzerland.

13. Contacting us

To contact us in case of any questions regarding the use of this Website, please email us at info@finbou.com.