

APP Terms

Welcome to the FINT APP - A cutting edge digital solution providing access to financial products and services and powered by IronMarket limited.

Please read these APP terms ('Terms') carefully before downloading the FINT APP from the Apple APP Store or Google Play Store.

1. THESE APP TERMS AND IMPORTANT INFORMATION

- 1.1 The FINT App is operated by Ironmarket Limited (Ironmarket, we, us or our) a private limited registered in England and Wales under company number 08411874 whose registered office at Unit 10 Brindley Court Dalewood Road, Lymedale Business Park, Newcastle-Under-Lyme, England, ST5 9QA, the creators of the FINT App (the App).
- 1.2 You must be at least 18 years old to use the App and Services.
- 1.3 By downloading the App you agree to these Terms, which are legally binding. Only download the App if you have read these Terms and agree to them.
- 1.4 If you do not agree to these Terms we will not allow you to use the App or Services and you should not download it.

2. THE APP LICENCE AND YOUR USE OF THE APP AND SERVICES

- 2.1 We licence you to use:
 - 2.1.1 the FINT App (1.0.0) application software, the data supplied within the software and any updates or supplements to it (**App**);
 - 2.1.2 any online or electronic documentation relating to the App (**Documentation**); and
 - 2.1.3 the investment management services and content we supply to you via the App pursuant to the terms of the Discretionary Management Agreement,as permitted by these Terms.

2.2 How you may use the App and how many devices you may use it on

You do not own the App or any of its contents. Provided you comply with these Terms, you may:

- 2.2.1 download or stream a copy of the App onto iPhone or Android devices which meet the technical requirements set out in clause 3 below that you own, or control and you may view, use and display the App and the Services on such devices for your personal purpose only;
 - 2.2.2 use any Documentation to support your use of the App and the Services;
 - 2.2.3 subject to the licence restriction set out below, make up to one copy of the App for back-up purposes; and
 - 2.2.4 receive any use and free supplementary software code or updates to the App incorporating patches and corrections of errors as we may provide to you.
- 2.3 The right to use the App is for you personally and you may not otherwise transfer the App or the Services to someone else, whether for money, for anything else or for free. If you sell or give away the device on which you have downloaded the App, you must first remove the App from the device.

2.4 Additional Terms for the Services

In addition to these Terms, the Services and your use of the same including any investments you make via the App are governed by our Discretionary Management Agreement <https://fint.live/discretionary-management-agreement> **Please read these terms carefully and before you make any investment via the App. The terms of the Discretionary Management Agreement will apply instead of these Terms where there is any conflict between the two.**

2.5 App Store Terms

In these Terms, we refer to the site that you download the App from as the 'app store' and we refer to their rules and policies as the 'app store rules'. You must comply with the app store rules as well as these Terms but, if there is any conflict between them, you should follow

the app store rules rather than the equivalent rule here.

2.6 If someone else own the devices you are using

If you download or stream the App on to any phone or other device not owned by you, you must have the owner's permission to do so. You will be responsible for complying with these Terms, whether or not you own the phone or device.

3. TECHNICAL REQUIREMENTS

To use the App your device needs to comply with the following minimum requirements:

Device compatibility	iPhone 8 or newer. Android phone that operates the minimum operating system set out below.
Operating system	iOS 13 or higher. Android 7 (SDK version 24) or higher
Space	100MB free.

4. SUPPORT AND CONTACT

4.1 If you want to learn more about the App or the Services or have any problems using them please take a look at our support resources at <https://fintinvest.com/>.

4.2 If you need to get in touch with us, you can use any of the following methods:

Our support pages	Are accessible in the App
Email	help@fintinvest.com
Post	Unit 10 Brindley Court Dalewood Road, Lymedale Business Park, Newcastle-Under-Lyme, England, ST5 9QA

4.3 If we need to get in touch with you, we will do so by email or an in-App notification.

5. PRIVACY AND YOUR PERSONAL INFORMATION

5.1 Protecting your personal information is important to us. Our Privacy Policy <https://fint.live/privacy-policy> explains what personal information we collect from or relating to you, how and why we collect, store, use and share such information, your rights in relation it and how to contact us and supervisory authorities if you have a query or complaint.

5.2 If you choose or are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any other individual or third party.

5.3 By registering for an Account and/or using the App, you agree to us collecting and using technical information about your devices and your use of the App and our Services to improve the App and Services and to provide the FINT Services to you.

6. COLLECTION OF TECHNICAL INFORMATION

We may collect and use technical data that might include, for example, the specifications of your device and its software to help us provide software updates, product support, and other services related to the App. We may also use this information, as long as it is in a form that does not personally identify you, to improve products or to offer new services or technologies to you.

7. LOCATION DATA

7.1 The App may make use of functionality on your device that can pinpoint your location. We do this in order to (amongst other things) understand your working location.

7.2 When you open the App for the first time, you will be asked whether the App can use your location and in what circumstances.

7.3 You can change your choices at any time in the App settings, and you can also turn the location services off at any time. The App will still function if location services are off, but its functionality may be

reduced.

8. LICENCE RESTRICTIONS

8.1 You are not allowed to:

- 8.1.1** rent, lease, sub-license, loan, provide, or otherwise make available, the App or the Services in any form, in whole or in part to any person without prior written consent from us;
- 8.1.2** copy the App, Documentation or Services, except as part of the normal use of the App or where it is necessary for the purpose of back-up or operational security;
- 8.1.3** translate, merge, adapt, vary, alter or modify, the whole or any part of the App, Documentation or Services nor permit the App or the Services or any part of them to be combined with, or become incorporated in, any other programs, except as necessary to use the App and the Services on devices as permitted in these terms; and
- 8.1.4** disassemble, de-compile, reverse engineer or create derivative works based on the whole or any part of the App or the Services nor attempt to do any such things, except to the extent that (by virtue of sections 50B and 296A of the Copyright, Designs and Patents Act 1988) such actions cannot be prohibited because they are necessary to decompile the App to obtain the information necessary to create an independent program that can be operated with the App or with another program (**Permitted Objective**), and provided that the information obtained by you during such activities:
 - (a) is not disclosed or communicated without the Licensor's prior written consent to any third party to whom it is not necessary to disclose or communicate it in order to achieve the Permitted Objective; and
 - (b) is not used to create any software that is substantially similar in its expression to the App;
 - (c) is kept secure; and
 - (d) is used only for the Permitted Objective.

8.2 You agree to comply with all applicable technology control or export laws and regulations that apply to the technology used or supported by the App or any Service.

9. ACCEPTABLE USE

9.1 You must:

9.1.1 use the App and its functionality in accordance with these Terms;

9.1.2 keep your password and login credentials for your Account secure and confidential; and

9.1.3 ensure that any information or materials uploaded to the App are accurate, complete and not misleading (in each case, in all material respects).

9.2 You must not:

9.2.1 use the App or any Service in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with these terms, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, such as viruses, or harmful data, into the App, any Service or any operating system;

9.2.2 send or upload anything that is (or might be considered to be) defamatory, slanderous, offensive, obscene or discriminatory;

9.2.3 infringe our or anyone else's intellectual property rights (for example, by using or uploading someone else's content);

9.2.4 use all reasonable endeavours to prevent any unauthorised access to, or use of, your Account, in the event of any such unauthorised access or use, promptly notify us;

9.2.5 use the App or any Service in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users; and

9.2.6 collect or harvest any information or data from any Service or our systems or attempt to decipher any transmissions to

or from the servers running any Service.

10. UPDATES TO THE APP

- 10.1 We may update the App from time to time for reasons that include fixing bugs or enhancing functionality. We might also change or remove functionality but if we do that, we will ensure that the App still meets the description of it that was provided to you at the time you downloaded the App.
- 10.2 Updates will either download automatically or you may need to trigger them yourself, depending on your device, its settings and the app store.
- 10.3 We strongly suggest that you download all updates as soon as they become available. Depending on the nature of the update, the App may not work properly (or at all), or you may be exposed to security vulnerabilities, if you do not keep the App updated to the latest version that we make available.
- 10.4 The App will always work with the current or previous version of the operating system (as it may be updated from time to time).

11. CHANGES TO THESE TERMS

- 11.1 We may amend or update these Terms from time to time to reflect changes in the App's or the Services functionality, to deal with a security threat or if there is a change in relevant laws, regulatory requirements or guidance.
- 11.2 You will be asked to agree to any material changes in advance by an in-app notification, usually when you download an update. If you do not accept the changes, you will not be able to use the App and may not be able to use some or all of the Services. By continuing to use the App following such updates, you agree to such update and to comply with these Terms as updated or amended. Please note any changes to the terms that apply to the provisions of the Services will be notified to you and apply in accordance with the terms of the Discretionary Management Agreement <https://fint.live/discretionary-management-agreement>.

12. OUR RESPONSIBILITY TO YOU

- 12.1 **We are responsible to you for foreseeable loss and damage**

caused by us.

If we fail to comply with these Terms or are negligent, we are liable to you for foreseeable loss or damage that you suffer as a result, by 'foreseeable' we mean that, at the time this contract was made, either it was clear that such loss or damage would occur or you and we both knew that it might reasonably occur, as a result of something we did (or failed to do).

12.2 We are not liable to you for any loss or damage that was not foreseeable, any loss or damage not caused by our breach or negligence, or any business loss or damage.

12.3 If the App damages your device or any software installed on it as a result of our failure to use reasonable care and skill, please let us know. If we can, we will repair the damage. If that is not possible, we will compensate you. We may ask you for information (including photographs) about what has happened so that we can understand the nature of the problem. However, we will not be liable for damage that you could have avoided by following our advice to apply an update or for damage that was caused by you failing to correctly follow account operation instructions or to have in place the minimum system requirements advised by us (if any), or appropriate and up-to-date anti-virus software.

12.4 **We do not exclude or limit in any way our liability to you where it would be unlawful to do so.**

This includes liability for death or personal injury caused by our negligence, our liability for fraud or fraudulent misrepresentation.

12.5 **We are not liable for business losses.**

The App is for domestic and private use by you. If you use the App for any commercial, business or resale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

12.6 **Back up content and data.**

We recommend that you back up any content and data used in connection with the App, to protect yourself in case of problems with the App or the Service.

12.7 Check that the App and the Services are suitable for you.

The App and the Services have not been developed to meet your individual requirements. Please check that the facilities and functions of the App and the Services (as described on the app store site, the Documentation and the Discretionary Management Agreement) meet your requirements.

13. FAILURES OF NETWORKS OR HARDWARE

The App relies on a number of things working properly to enable you to enjoy all of its features. Many of these, such as your internet connection, your device and the app store, are entirely outside of our control. Although we will do what we reasonably can to resolve issues, we are not responsible to you if you are unable to use all or any part of the App due to a poor internet connection, faulty components in your device (such as a faulty camera), app store failure or anything else that it would not be reasonable to expect us to control.

14. INTELLECTUAL PROPERTY RIGHTS

All Intellectual Property Rights in the App, the Documentation and the Services throughout the world belong to us (or our licensors) and you are granted a limited right to use the same solely for the purpose of using the App, in accordance with these Terms. These rights are licensed and not sold to you. You have no Intellectual Property Rights in, or to, the App, the Documentation or the Services.

15. ENDING THESE TERMS

15.1 We can end these Terms and therefore our agreement with you, if you do not comply with any part of these Terms.

15.2 We will give you a reasonable amount of notice before we end these Terms but if what you have done is serious then we may end these Terms immediately and without advance notice to you. 'Serious' means that you are causing harm (or attempting to cause harm) to other users, interfering with the operation of the App or doing anything else that we think presents a big enough risk to justify us ending the agreement quickly.

15.3 The consequences of these Terms ending are as follows:

- 15.3.1 you are no longer allowed to use the App and Services and we may remotely limit your access to it;
- 15.3.2 you must delete it from any devices that it has been installed on;
- 15.3.3 we may delete or suspend access to any accounts that you hold with us; and
- 15.3.4 where it has been ended by us because you have not complied with a part of the Terms, you are not entitled to a refund (where you have paid for the App).

16. GENERAL

16.1 Events outside our control.

We shall not be deemed to be in breach of these Terms or otherwise liable to you in any manner whatsoever for any failure or delay in performing our obligations under these Terms due to any event or circumstance beyond our reasonable control, or which by its nature could not have been foreseen, or, if it could have been foreseen, was unavoidable.

16.2 Transferring the Terms.

We may transfer our rights and obligations under these Terms to another business without your consent. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under these Terms. You may only transfer your rights under these terms to another person if we agree in writing.

16.3 Third Parties.

No one other than us or you have any right to enforce any term of these Terms.

16.4 If a court finds part of this contract illegal, the rest will continue in force.

Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

16.5 Even if we delay in enforcing this contract, we can still enforce it

later.

Even if we delay in enforcing these Terms, we can still enforce them later. If we do not insist immediately that you do anything you are required to do under these Terms, or if we delay in taking steps against you in respect of your breaking them, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.

17. GOVERNING LAW AND JURISDICTION

- 17.1 These Terms and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and interpreted in accordance with the English law, although if you are resident elsewhere you will retain the benefit of any mandatory protections given to you by the laws of that country.
- 17.2 Any disputes will be subject to the non-exclusive jurisdiction of the courts of England and Wales. This means that you can choose whether to bring a claim in the courts of England and Wales or in the courts of another part of the UK in which you live.