

Investera End–User License Agreement

Updated 15 March 2020

This End-User License Agreement (“**EULA**”) is a legal agreement between you (either as an individual or on behalf of an entity) and Investera Solutions Business Applications – Sole Proprietorship L.L.C., a limited liability company incorporated in the United Arab Emirates, under license number CN-2865994, and having its address at Level 20, Tower C2, Al Bateen, Abu Dhabi, United Arab Emirates (“**Investera**”), regarding your use of the software (“**Software**”).

Introduction

For the proper and legal use of the Software, you must agree to all the terms set out in this EULA.

This Software is provided “*as-is*” with no warranties, and you agree that Investera is not liable for any result and / or action and / or inaction arising out of or pursuant to the use of the Software and to any action related thereto as set out below.

1. Agreement

You agree that by downloading, installing, and / or using the Software and by creating an account or similarly, registering, or accessing the Software, **you are agreeing to enter into a legally binding agreement** with Investera (even if you are using the Software on behalf of a company). If you do not agree to the terms of this EULA, do **not** access or otherwise use the Software.

2. Change

We may modify this EULA, our Privacy Policy and Cookies Policy at our sole discretion from time to time and without necessarily notifying you. If you disagree with any changes, you must close your account and discontinue use of the Software. Your continued use of the Software after changes to these terms means that you are consenting to the updated terms.

3. License

This EULA entitles you to use the Software for any lawful purpose consistent with the terms contained in this EULA and all applicable legislation and regulation. Your license to use the Software is expressly conditioned upon your agreement to all of the terms contained in the EULA. Investera reserves all other rights not granted to any third party by this EULA.

4. Operating system requirements

This Software requires an Android / iOS (only for iPhone and iPad) capable device with a minimum of 300mb of memory and the Android 5.0 or iOS 10 or above operating system.

5. Eligibility

The Software is not for use by anyone under the age of eighteen years old. (“**Minimum Age**”).

To use the Services, you agree that: (i) you must be the minimum age or older; (ii) you will only have one account, which must be in your real name; (iii) you are not restricted by all applicable laws and regulations and / or Investera from using the Software; (iv) creating an account with false information is a violation of the terms stipulated in this EULA; and (v) you comply and will comply with the terms contained in this EULA and all applicable local, state, national, and international laws, rules, and regulations.

If you are using the Software on behalf of a business or entity, you hereby state that you are legally authorized to act on behalf of such business or entity.

6. Rights We Grant You

Investera grants you a personal, limited, worldwide, non-assignable, non-exclusive, revocable, non-transferable and non-sublicensable license to access and use the Software. This license is for the sole purpose of using and enjoying the Software's services and benefits in accordance with the terms of this EULA.

The price and duration of the said license shall be granted to you strictly in accordance with the quotation which will be signed between you and Investera, and the provisions of such quotation shall be regarded as an extension of this EULA.

Any software that we provide you may automatically download and install upgrades, updates, or other new features, whereby you may be able to adjust these automatic downloads through your device's settings.

7. User Data

Investera does not claim intellectual property rights over the user data including any data you upload to the Software. Your user data uploaded remains your property, but you grant Investera the right to use the data for the purposes of the Software and for data analytics. Investera will not re-distribute, publish or disclose publicly any uploaded user data unless required by law.

Investera has the right, in its sole discretion, to refuse or remove any user data that is uploaded on the Software.

8. Restrictions

When using the Software, you must use it in compliance with the terms contained in this EULA and with the applicable laws.

You may not:

- i. sell, resell, rent, exchange, add, modify, temper, distribute, lease, sub-license, loan, provide, or otherwise make available, the Software in any form, in whole or in part to any person without the prior written consent of Investera;
- ii. copy the Software, except as part of the normal use of the Software or where it is necessary for the purpose of back-up or operational security;

- iii. translate, merge, adapt, vary, alter or modify, the whole or any part of the Software nor permit the Software or any part of it to be combined with, or become incorporated in, any other programs, except as necessary for the purpose of using the Software on devices as permitted in this EULA;
- iv. disassemble, de-compile, reverse engineer or create derivative works based on the whole or any part of the Software nor attempt to do so;

You hereby undertake to comply with all applicable technology control or export laws and regulations that apply to the technology used or supported by the Software.

9. Investera and Third-Party Rights

You must respect Investera's rights. This EULA does not grant you any right to do any of the following (or enable any third party to do so): (i) use branding, logos, designs, photographs, videos, or any other material used in the Software; (ii) copy, archive, download, upload, distribute, syndicate, broadcast, perform, display, make available, or otherwise use any portion of the Software or the content on the Software except as set forth in this EULA; and (iii) use the Software, any tools provided by the Software, or any content on the Software for any commercial purposes without Investera's consent.

Investera respects the rights of others and you therefore may not use the Software, or enable any third party to use the Software, in a manner that (i) violates or infringes a third party's rights of publicity, privacy, copyright, trademark, or any other intellectual-property right; (ii) bullies, harasses, or intimidates; (iii) defames; and (iv) spams or solicits other users.

10. Intellectual Property Rights

You acknowledge that the Software contains proprietary and confidential information that is protected by applicable intellectual property and other laws, and Investera owns all right, title and interest in and to the Software and content, including without limitation all Intellectual Property Rights therein and thereto. This EULA grants you no rights to use such content in any way. All rights not expressly granted are strictly reserved by Investera.

For the purpose of this clause, "Intellectual Property Rights" shall mean any and all rights existing before and after your acceptance to the terms contained in this EULA under patent law, copyright law, trade secret law, trademark law, unfair competition law, and any and all other proprietary rights, and any and all applications, renewals, extensions and restorations thereof, now or hereafter in force and effect worldwide.

11. Copyright

Investera does not take any responsibility for the infringement of a third party's copyright by a user.

If you believe that anything on the Software infringes a copyright that you own or control, please file a notice by email to our customer service team at [insert email address](#)

12. Safety

By using the Software, you agree that:

- i. You will not use the Software for any purpose that is illegal or prohibited as per the terms of this EULA.
- ii. You will not use any robot, spider, crawler, scraper, or other automated means or interface to access the Software or extract other user's information.
- iii. You will not use or develop any third-party applications that interact with the Software or other users' content or information without Investera's written consent.
- iv. You will not use the Software in a way that could interfere with, disrupt, negatively affect, or inhibit other users from fully enjoying the Software, or that could damage, disable, overburden, or impair the functioning of the Software.
- v. You will not use or attempt to use another user's account, username, or password without their permission.
- vi. You will not solicit login credentials from another user.
- vii. You will not post content that contains or links to pornography, graphic violence, threats, hate speech, or incitements to violence.
- viii. You will not upload viruses or other malicious code or otherwise compromise the security of the Software.
- ix. You will not attempt to circumvent any content-filtering techniques Investera employs, nor will you attempt to access areas or features of the Software that you are not authorized to access.
- x. You will not probe, scan, or test the vulnerability of the Software or any system or network.
- xi. You will not encourage or promote any activity that violates the terms contained in this EULA.

13. Privacy

Your privacy matters to us. You can learn how we handle your information when you use the Software by reading our Privacy Policy and Cookies Policy available through the Software. We encourage you to review and familiarize yourself with the Privacy Policy and Cookies Policy because, by using the Software, you agree that Investera can collect, use, and share your information as per these two policies.

All users in the European Union are subject to the European General Data Protection Regulation of April 27, 2016 (Regulation (EU) 2016/679) (GDPR) which is available on <https://eur-lex.europa.eu/legal-content/EN/TXT/PDF/?uri=CELEX:32016R0679&from=EN>.

14. Disclaimer and Limitation of Liability

THE SOFTWARE IS PROVIDED ON AN "AS IS" BASIS, AND NO WARRANTY, EITHER EXPRESS OR IMPLIED, IS GIVEN. YOUR USE OF THE SOFTWARE IS AT YOUR SOLE RISK. Investera does not warrant that (i) the Software will meet your specific requirements; (ii) the Software is fully compatible with any particular platform; (iii) your use of the Software will be uninterrupted, timely, secure, or error-free; (iv) the results or conversion that may be obtained from the use of the Software will be accurate or reliable; (v) the

quality of any products, services, information, or other material purchased or obtained by you through the Software will meet your expectations; or (vi) any errors in the Software will be corrected.

YOU RECEIVE NO WARRANTIES, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, AND INVESTERA SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SOFTWARE OFFERING. AINFIFINITY DOES NOT WARRANT THAT THE SOFTWARE WILL MEET YOUR REQUIREMENTS OR THAT THE SOFTWARE OFFERINGS WILL BE ERROR FREE.

YOU EXPRESSLY UNDERSTAND AND AGREE THAT INVESTERA SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES AND LOSSES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF INVESTERA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) RELATED TO THE SOFTWARE AND / OR ANY DEATH OR INJURY ARISING FROM AND / OR PURSUANT TO THE USE OF THE SOFTWARE, including: (i) the use or the inability to use the Software; (ii) the cost of procurement of substitute goods and services resulting from any goods, data, information or services purchased or obtained or messages received or transactions entered into through or from the Software; (iii) unauthorized access to or alteration of your transmissions or data; (iv) statements or conduct of any third-party on the Software; (v) the loss of any data belonging to the user or any other third party; or (vi) any other matter relating to the Software.

Investera reserves the right at any time, and from time to time, to modify or discontinue, temporarily or permanently, the Software (or any part thereof) with or without notice. Investera shall not be liable to you or to any third-party for any modification, price change, suspension or discontinuance of the Software.

You agree to defend, indemnify, and hold Investera, its officers, directors, employees and agents, subsidiaries and affiliates, and each of their officers, directors, employees and agents, harmless from and against any loss, liability, claim, demand, damages, costs, expenses, death and injury arising out of or in any way connected with (i) your access to or use of the Software's site, content, user content and processing of user data; (ii) your violation of this EULA; (iii) your violation of any third party right, including without limitation any intellectual property right, property, or privacy right; (iv) the accuracy of the results and/or conversion resulting from the use of the Software; or (v) any claim that one of your user content caused damage to a third party.

You expressly understand and agree that Investera will not deal or provide any services or products to any of Office of Foreign Assets Control sanctions countries in accordance with the laws of the United Arab Emirates.

15. Software's Information and Pricing

You agree that Investera is not liable under any circumstances whatsoever for any error, misrepresentation, deviation, and / or misinformation relating to the specification and / or pricing of the Software. You acknowledge that the prices and availability of the Software are subject to change depends on the implementation, customization and features of the Software. Investera shall make effort to keep you informed with accurate and most recent software price, software availability and promotions. Discrepancies are possible and you agree not to hold the Investera liable in such instances. YOU ACKNOWLEDGE AND AGREE THAT INVESTERA SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE,

MISINFORMATION AND ANY FAILURE TO PROVIDE INFORMATION DIRECTLY OR INDIRECTLY RELATED TO THE SOFTWARE PRICES.

16. Payment and Bank Transactions

The Software enables you to make payment by online payment through Investera's payment gateway. You are responsible for any legal, regulatory, or banking penalties and fees that may be assessed for supplying false information to Investera. Payments that you authorize will be made from a bank or financial institution account (the "**Transaction Account**") that you designate. It is your responsibility to establish and maintain the Transaction Account and to pay any and all fees associated with the Transaction Account. You acknowledge that Investera shall not be responsible for any payment failure during the online payment mode. We accept only VISA and MasterCard credit/debit cards. All payments shall be done in US dollars.

17. Refund/Return Policy

You are enabled to raise a refund and / or return request. The refund and / or return request are subject to scrutiny and approval of Investera. In the event, Investera decides to refund, the refund will be done only through the original payment mode.

18. No Reliance / No Representation or Warranty

The information made available on the Software, has been prepared by Investera, which has used all reasonable care to ensure that it is fair, accurate, and complete. However, Investera does not guarantee the timeliness, accuracy, or completeness of the information contained in the Software, nor does it accept any liability for any loss or damage resulting from its use.

Investera cannot guarantee that the information found on the Software has not been distorted as a result of technical malfunctions (disconnection, interference by third parties, viruses, etc.). Nothing contained in the Software shall be construed as constituting specific investment, legal, tax, or other advice. The information or opinions contained therein have no relevance to the specific investment objectives, financial situation, or particular needs of any individual recipient of said information. You are advised to obtain specific, personal, and appropriate professional advice before making any investment decision. The information and opinions contained in the Software are provided for personal and informational purposes only and are subject to change without notice. The value of investments may go down as well as up, and, as a result, an investor may not get back the amount originally invested. Past performance is no guarantee of future performance.

19. No offer

Nothing contained in the Software constitutes an offer or part offer to provide asset management or advisory services. Should an offer, acquisition, sale, solicitation, disclosure, promotion or publicity of the products mentioned in the Software be deemed unlawful or illegal, according to the laws and regulations applicable in a given country, territory or jurisdiction, such an offer, acquisition, sale, solicitation,

disclosure, promotion or publicity shall be deemed as not being made in such country, territory or jurisdiction nor addressed at any persons resident or domiciled therein.

Investera does not give investment advice or recommendations in respect of its product range or services offered. Nothing in this Software should be construed as the giving of investment advice or recommendations.

20. Termination

Investera reserves the right to, at its sole discretion, limit your use of the Software and to restrict, suspend, or terminate your account if it believes that you may be in breach of this EULA or applicable legislation or are misusing the Software in any way whatsoever.

Both you and Investera may terminate this EULA at any time by deleting your account. On termination, you lose the right to access or use the Software and all of the data that you may have uploaded and / or inputted into the Software. The following shall survive termination (i) our rights to use and disclose your feedback; and (ii) any amounts owed by the user to Investera prior to termination remain owed after termination.

21. Support of Software and Feedback

If you wish to contact us regarding a suggestion, complaint or compliment regarding the Software, please email our customer service team at contact@investera.com

22. General Terms

To the extent allowed by law, the English language version of this EULA is binding and other translations are for convenience only.

The failure of Investera to exercise or enforce any right or provision of this EULA shall not constitute a waiver of such right or provision.

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

This EULA constitutes the entire agreement between you and Investera and governs your use of the Software, superseding any prior agreements between you and Investera (including, but not limited to, any prior versions of the EULA).

The country of domicile of Investera is the United Arab Emirates.

You agree that (i) the laws of United Arab Emirates shall exclusively govern any dispute relating to this EULA and / or the Software and (ii) this EULA and any dispute, contest and claim related thereto shall be finally resolved by the courts of the United Arab Emirates.