

# Finhaven Technology Inc.

WEBSITE TERMS OF USE

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# FINHAVEN TECHNOLOGY INC. WEBSITE TERMS OF USE

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# No Unlawful or Prohibited Use

In addition, in connection with your use of the Site and its services, you agree:

- Not to restrict or inhibit any other visitor from using the Site, including, without limitation, by means of "hacking" or defacing any portion of the Site;
- Not to modify, adapt, sublicense, translate, sell, reverse engineer, decompile or disassemble any portion of the Site;
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If you are interested in reprinting, re-publishing or distributing content from the Site, please write to <u>hello@finhaven.com</u> to obtain written consent.



#### **Disclosure**

We reserve the right to access, read, preserve, and disclose (whether published or not) any personally identifiable information we believe is reasonably necessary to: (a) comply with any applicable law, regulation, legal process, subpoena or governmental or regulatory request, (b) enforce this Agreement, including investigation of potential violations of it, (c) detect, prevent, or otherwise address fraud, security or technical issues, (d) respond to user support requests, or (e) protect the rights, property or safety of Finhaven Capital, its users, yourself or the public.

## **Disclaimer of Warranties**

The Site, and any product or service obtained or accessed through the Site, is provided "as is" and without representations or warranties of any kind, either express or implied, suppliers, advertisers, and agents disclaim all warranties, express, implied or statutory, including, but not limited to, warranties of title and non-infringement, implied warranties of merchantability and fitness for a particular purpose, and all warranties relating to the adequacy, accuracy or completeness of any information on our site.

Finhaven does not warrant that your use of the Site will be uninterrupted, error-free or secure, or that the Site or the server(s) on which the Site is hosted are free of viruses or other harmful components. You assume total responsibility and risk for your use of the Site and your reliance thereon. No opinion, advice, or statement of Finhaven or third-party users shall create any warranty.

## **Limitation of Liability**

As a condition of your use of the Site, you will indemnify, defend and hold us, our officers, directors, employees, agents and representatives harmless from and against any and all claims, damages, losses, costs (including reasonable legal fees), or other expenses that arise directly or indirectly out of or from (a) your violation of the Agreement (b) your access or use of the Site; (c) your violation of the rights of any third party.

#### **Termination of Agreement**

You understand and agree that Finhaven Capital may, under certain circumstances and without prior notice to you, terminate your access to and use of the Site. Cause for such termination shall include, but not be limited to (a) breaches or violations of this Agreement or other agreements or guidelines, (b) requests by law enforcement or other government or regulatory authorities, or (c) repeat violations of third-party copyrights or other intellectual property.

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The Site is directed solely to individuals residing in jurisdictions in which provision of the Site's content is legal. We make no representation that materials provided on the Site are appropriate or available for use in other locations. Those who choose to access the Site from other locations do so on their own initiative and at their own risk, and are responsible for compliance with local laws, if and to the extent applicable. We reserve the right to limit the availability of the Site to any person,



geographic area, or jurisdiction we so desire, at any time and in our sole discretion, and to limit the quantities of any such service or product that we provide.

The Agreement together with any Finhaven Capital policies referred to in this Agreement, constitute the entire agreement between you and Finhaven Capital relating to your use of the Site and supersedes and any all prior or contemporaneous written or oral agreements on that subject between us.

## **Changes to The Agreement**

We reserve the right at any time to (a) change the terms and conditions of this Agreement, (b) change the Site including eliminating or discontinuing any content or feature, or (c) modify the Site at any time without prior notice, and you accept those modifications if you continue to use the Site. Notification will be provided of any material changes.

#### **Governing Law**

The Agreement, privacy policy, and the relationship between you and Finhaven Capital are governed by and construed in accordance with the laws of British Columbia without regard to its principles of conflict of laws. You and Finhaven Capital agree to submit to the personal and exclusive jurisdiction of British Columbia, Canada, and waive any jurisdictional, venue, or inconvenient forum objections to such courts. Any dispute between you and Finhaven Capital or any other person connected to the Site, this Agreement (including the online access to Finhaven Private Markets) or any related matters will be resolved before the Courts of British Columbia, Canada.

If any provision of the Agreement is found to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from the Agreement and shall not affect the validity and enforceability of any remaining provisions. No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. Any heading, caption or section title contained in the Agreement is inserted only as a matter of convenience and in no way defines or explains any section or provision hereof.

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