



# USER AGREEMENT

## Welcome to Savvy Investor.

By entering [www.savvyinvestor.net](http://www.savvyinvestor.net) (the “Website” or “Site”) you acknowledge your agreement to and understanding of the Terms of this User Agreement. You should read these Terms very carefully as they form a legally binding Agreement for use of the Website applicable to you.

As part of these Terms, you also agree to our [Privacy Policy](#), which includes our [Cookie Policy](#) and covers how we collect, use, share, and store your Personal Information in connection with the use of the Site.

When our User Agreement is updated you may [click here for a summary of the changes](#).

## 1. Introduction

**Savvy Investor ([www.savvyinvestor.net](http://www.savvyinvestor.net)) is a “knowledge network” for Institutional Investors and their Service Providers. Our mission is to provide an unrivalled resource hub for Institutional Investors, allowing investment professionals to make connections and publish content, whilst remaining compliant with financial regulations.**

You agree that by registering on Savvy Investor, you are entering into a legally binding agreement with With Intelligence Limited (“Savvy Investor”, “we”, “us” and “our”) a company registered in England and Wales under company number 03429596 with registered office at One London Wall, London, EC2Y 5EA. Our UK VAT registration number is 263416217.

This includes our [Privacy Policy](#) and our [Cookie Policy](#), which are both included by reference (collectively referred to as part of the “Agreement”). By registering on Savvy Investor, you become a Savvy Investor “Member”. You agree to review and comply with our Privacy Policy.

If you do not want to register an account and become a Savvy Investor Member, do not enter into this Agreement, do not register on the Site and do not access any Savvy Investor webpage. By registering as a Member, you acknowledge that you have read and understood the terms and conditions of this Agreement and that you agree to be bound by all of its provisions.

We may change these Terms from time to time and your continued access to, or utilisation of, the Website (or any part of the Website) following such change shall be deemed to be your acceptance of such change. In the event of a material change, we will inform you by email or by presenting a banner on the Site so that you may access and review the changes prior to your continued use of the Site. If you do not agree to any change to the Terms then you must immediately stop using the Website.

If there is anything you do not understand about these Terms, please e-mail us at [legal@savvyinvestor.net](mailto:legal@savvyinvestor.net) BEFORE you start accessing or utilising the Website.

The Website contains and displays “Content”, in the form of text, graphics, images, audio, or video, and which may include without limitation papers, articles, jobs, comments, small talk, personal profiles, company profiles, conferences, Advertising, and communication through our messaging systems.

## 2. Who may use this website?

**The Content of this Website is designed only for use by Institutional Investors and their professional Service Providers. If you are not a professional person working in institutional investment or a related field you must not register or gain access to the Website and its Content.**

The term “Institutional Investor” includes those working on behalf of pension funds, endowments, foundations, charities, sovereign wealth funds, family offices, private banks and investment management firms.

The term “Service Provider” includes pensions advisers, investment consultants, independent trustees, investment management firms, commercial real estate managers, alternative investment providers and suppliers of relevant services such as actuarial, legal, compliance, regulatory, accounting, valuation, strategy, academic, analytics, risk, technology, broking, banking, insurance, marketing, back office, administration, exchanges, trading systems, recruitment, education, training and conferencing.

You agree to use the Website solely in your capacity as an Institutional Investor or Service Provider and only in connection with your professional or business activities as represented to us in the registration form and personal profile and solely for the purposes referred to in these Terms.

You represent and warrant to us that you are not a competitor of Savvy Investor or using the Site for reasons that compete with Savvy Investor. We reserve the right to take legal action or suspend or cancel your registration immediately if you breach any of your warranties or obligations under the Terms or otherwise at our reasonable discretion.

You represent and warrant that you are 18 years of age or older and are fully able and competent to enter into, and abide by, this Agreement. Purchases on the Website may be made only by persons over the age of 18 (21 in jurisdictions where this is the legal age of majority).

### 3. Registration and User Profile

**Your registration as a Member of Savvy Investor allows you to access all areas of the Website. You must use your real name when completing your User Profile. You agree not to access the Website under false identity, pseudonym or under false pretext.**

When you register to use the site, you warrant to us that the registration and user profile information you provide is accurate, complete, current, and in no way misleading. You agree to maintain and promptly update your user profile to keep it true, accurate, current and complete. Your profile photo must be a head-shot photo of you. You agree to use the profile fields as intended (e.g. you will not enter a telephone number in the “company name” field).

The User Profile you create on the Site will become part of Savvy Investor and, except for the information that you license to us, is owned by us. You agree to keep your password secure and confidential; not to allow others to use your account; not to use the accounts of another Member; not to sell, trade, or transfer your Savvy Investor account to another party. You will be responsible for any use made of your account or password until you close down your account or prove that your account security was compromised due to no fault of your own. We will not be liable for losses caused by any unauthorized use of your account. If you suspect a breach of security or unauthorized use of your account, you must change your password and contact us immediately at [legal@savvyinvestor.net](mailto:legal@savvyinvestor.net).

You promise to terminate your membership of the site and not access the website or its Content, should you cease to be an “Institutional Investor” or “Service Provider” as defined above.

### 4. No investment recommendations or professional advice

**The Website exists solely as a platform (a “mere conduit”) for investment professionals to connect and share knowledge and opinions. SavvyPro Networks Ltd is not a registered financial advisor or broker/dealer. We are not regulated by the UK Financial Conduct Authority or any other regulatory body.**

The Website should be used for informational purposes only and its Content does not constitute tax, legal, insurance or investment advice. If you make investment decisions or other decisions in reliance on information you receive in connection with the Website, you do so at your own risk and SavvyPro Networks Ltd, its employees, directors or agents will not be liable for any losses that you may sustain.

Content contributors are responsible for ensuring that any Content submitted to the Website complies with applicable laws, rules and regulation. You understand and accept that, although we require all contributors to act within all relevant legal and regulatory constraints, we do not actively monitor this requirement.

Any product information on the Website provided by third parties is not an offer to contract by us and any we do not accept responsibility for any contributor’s Content, omission or inaccuracy. In operating the Website we are not engaged in offering, selecting, approving or recommending products or services represented or referred to therein and SavvyPro Networks Ltd, its employees, directors or agents will not be liable if products or services purchased are not suitable for your needs.

**YOU WILL NEED TO SEEK INDEPENDENT PROFESSIONAL ADVICE IN RELATION TO ANY FINANCIAL PRODUCT FEATURED OR DISCUSSED ON THE WEBSITE OR THAT YOU WISH TO PURCHASE FROM A SERVICE PROVIDER.** You are responsible for determining whether any investment, security, strategy, product or service, is appropriate or suitable based on your individual objectives and circumstances. Not all products or services offered are suitable for everyone. If you are not suitably experienced or qualified to assess the suitability of a product or service, you should seek advice from a suitably qualified advisor.

To the maximum extent permitted by law, SavvyPro Networks Ltd disclaims any and all liability in the event that any information, analysis, opinions, advice or recommendations on the Site are inaccurate, incomplete or unreliable; or result in loss (including investment losses). Nothing on the Site should be construed as an offer to sell, an offer to buy, or a recommendation for any security or investment by us or by any third party.

You recognize that any user who publishes Content on the Site has no duties or obligations towards you or any other user. You acknowledge that publishing of Content does not represent investment advice and you agree to waive any such claim you may have against any other user who publishes Content on the Site.

### 5. Securities Disclaimer

**You understand that no Content published on the Site constitutes a recommendation that any particular security, portfolio of securities, transaction or investment strategy is suitable for any specific investor.**

You understand that an investment in any security, derivative, commodity, currency or contract is subject to a number of risks and that discussion of any security, derivative, commodity, currency or contract published on the Site will not contain a list or description of relevant risk factors. Some investments discussed on the Site may have a low market capitalization, insufficient public float or inadequate secondary market liquidity. Such investments are subject to more risk than investments in larger or more liquid investments, including greater volatility, lower liquidity and the lack of publicly available information. Users should always take appropriate professional advice, including advice regarding the suitability of such investments for their circumstances, prior to any participation in such investments and prior to participation in any such discussion.

You understand and agree that Content contributors or their firms may have a personal interest in securities they write about. We require contributors to disclose such positions; however, we will not be liable for any losses that you may sustain as a result of a contributor failing to disclose such information.

### 6. Ownership, License and Warranty for User Content

Content may be posted on the site only by authenticated Members. Non-members are not permitted or able to post Content to the site.

#### a. Posting Content in the name of a Member (in your own name)

As an authenticated Member of the site, you may post certain types of Content in your own name. Your company affiliation will not be attached to your post.

When you post Content in your own name, you own the Content you provide to the Website and may request its deletion at any time. Additionally, you automatically grant us an irrevocable, non-exclusive, worldwide, perpetual, unlimited, assignable, sub-licensable, fully paid up and royalty-free right and license to use, reproduce, display, modify, copy, prepare derivative works from, distribute, publish, remove, retain, add, process, use and commercialize, in any way, and in any media format, any Content you provide, directly or indirectly to us, without any further consent, notice and/or compensation to you or to any third parties. Any Content you submit to us is at your own risk of loss. By providing Content to us, you represent and warrant that you are entitled to submit such Content and that it is accurate, not confidential, and not in violation of any contractual restrictions, copyright or other third party rights.

#### **b. Posting Content in the name of a company**

Each company listed on the Website will have a “Company Manager” (or Managers). The Company Manager controls, through the Website, which employees, if any, are approved to write Content in the company name. Such employees are known as “company writers”. Posts written in the name of the company will have the company name attached to the post. When you post Content in your company name, your company owns the Content you provide to the Website and may request its deletion at any time. Content written in the company name may be edited by other “company writers”. When the original author of such Content leaves the company (or if they lose the status of “company writer”) they also lose any editorial control over the Content. Ownership remains with the company. Additionally, when you post Content in the company name, you automatically grant us an irrevocable, non-exclusive, worldwide, perpetual, unlimited, assignable, sub-licensable, fully paid up and royalty-free right and license to use, reproduce, display, modify, copy, prepare derivative works from, distribute, publish, remove, retain, add, process, use and commercialize, in any way, and in any media format, any Content you provide, directly or indirectly to us, without any further consent, notice and/or compensation to you or to any third parties. Any Content you submit to us is at your own risk of loss. By providing Content to us, you represent and warrant that you are entitled to submit such Content and that it is accurate, not confidential, and not in violation of any contractual restrictions, copyright or other third party rights.

#### **c. Removal or recategorization**

You agree that at any time we may remove temporarily or permanently from the Site any Content, whether not meeting with our guidelines or for whatever reason, and we are not obliged to contact you in advance. This may include the deletion of your Content from the Website for compliance reasons, if requested by a suitably qualified representative of your company. We reserve the right also to change the category or location of any Content.

## **7. Posting of User Content**

**Savvy Investor is a professional knowledge network and published Content is expected to meet the very highest standards of insight and professionalism. Any “article” or “paper” submitted must be objective, balanced and educational. Content which fails to meet the required standards or follow guidelines may be deleted and the author’s user privileges may be revoked.**

You agree not to publish content which under MiFID II regulations may be deemed an “inducement” to portfolio managers or investment advisors.

You agree only to publish an “article” or “paper” if you have genuine experience and insight on a given subject. You agree to check that the format, presentation, grammar and spelling are of acceptable quality.

You agree not to publish an “article” or “paper” which explicitly promotes a company or its products / services. The services provided by a company may be described in the Company Directory. Any “article” or “paper” which explicitly promotes a company or its products will be removed and user privileges may be revoked.

Users may link to their company page or company website in a post, but this must be done in a measured and professional manner. You agree not to link to content which is subscription-only or can be viewed only after a log-in.

You undertake to maintain the highest levels of professional integrity and to ensure that all data and Content you publish is true, clear, accurate, and not misleading or unethical.

You agree to publish Content only using the English language(s) and to publish Content in the correct areas of the site. Jobs may be advertised only in the jobs listings. Conferences may be advertised only on the conference pages. You agree not to promote or link to sites which are competitors of ours.

You agree not to publish or to transmit any Content where you do not have the right to do so, under any law, regulation, or court order, including for reasons of copyright, licensing, trade secrets, privacy, publicity, patents, confidentiality, trademarks or rights (including intellectual property rights) of others, or as a result of an employment, contractual, fiduciary or other legal obligation or relationship.

You agree not to make any solicitation for investment or to provide any materials that constitute a public offering, invitation to subscribe for securities, or are in any way in contravention of relevant securities regulations or financial conduct regulations in your jurisdiction, in England and Wales, or in the jurisdictions of any person or organization to whom you grant access to such materials.

#### **Responsibility of the user to act legally**

The Website is available to users from a number of different jurisdictions. You agree not to violate any local, state, national or international law, regulation or order of any court, including but not limited to regulations of the U.S. Securities and Exchange Commission, the UK Financial Conduct Authority, or the rules of any securities exchange, including without limitation, the NYSE, the NASDAQ Stock Market or the American Stock Exchange.

If you discuss, provide or promote investment services or products to persons through the Website, it is your responsibility to inform yourself of, and comply with, any legal or regulatory requirements that apply in the jurisdiction(s) of the participants to the communication.

Your disclosures relating to securities or conflicts of interest

If you write Content relating to securities, you agree to make relevant disclosures as follows:

You agree to disclose the existence at the time of writing of a long or short position (including stocks and derivatives or other

instruments) in any security mentioned. Furthermore, you agree to disclose if you intend, at the time of writing, to sell or buy a security within three days of publication of a post that discusses that security.

You agree not to write about a stock with the intention to boost or reduce that stock's price and sell (or buy) into the resulting strength or weakness.

You agree to fully and accurately disclose any material relationships with companies about which you write, or parties that stand to gain from the viewpoint you are outlining. For example, if you provide services to a company whose stock you are writing about, you must disclose your relationship. This applies also to narrow asset classes; for example, if you are paid to promote a fine wine fund, this must be disclosed if you publish a paper about the outlook for investment in fine wines.

### **Inappropriate Content**

You agree not to upload, transmit or disseminate through the website any material which is unlawful, libelous, abusive, defamatory, obscene, pornographic, vulgar, offensive, indecent, threatening or menacing, or that may cause annoyance, harassment, inconvenience or needless anxiety.

You agree not to upload, transmit or disseminate through the website any material that promotes hatred toward groups based on religion, gender, sexual orientation, race, ethnicity, age, disability or for any other reason. You agree also not to post links to other web sites containing inappropriate Content such as that described above. You agree not to use Savvy Investor for the purpose of sending unsolicited or unauthorized advertising, spam links, or any other form of solicitation, to other site Members. Users who breach the above guidelines may have their account terminated. In serious cases the User Account will be terminated immediately, without warning, after a single breach.

## **8. Monitoring of Content**

**Each individual who publishes Content on the site is solely responsible for their own Content. This means that each Member, not us, is entirely responsible for everything they post on the site. We do not pre-screen or endorse any Content posted on the Site, and cannot and do not guarantee the accuracy, integrity or quality of any Content that may appear.**

**You acknowledge that we have the right in our sole discretion and without further notice to you, to monitor, censor, edit, move, or delete any and all Content posted on its Site or any Content transmitted from your Savvy Investor user account at any time and for any reason.**

We encourage and promote intelligent debate and discussion of investment strategies and ideas. Opinions may be strongly held, but must at all times remain professional and polite. We will not tolerate comments which use inappropriate language, or which are discourteous towards fellow professionals. At our discretion, we may delete comments and Content, and block or delete accounts of users who fail to respect the community.

Moderating decisions are subjective, and we strive to make them carefully and consistently. Due to the volume of Content, we cannot review moderation decisions with users and cannot reverse decisions.

If you have any comments on our monitoring policies, or complaints or concerns of any kind about any posts, please contact us at [content@savvyinvestor.net](mailto:content@savvyinvestor.net). We will review all of the information that you communicate to us, but we may not be able to take action or respond directly to each email.

## **9. Inappropriate content and feedback**

**We encourage our Members to alert us to any Content which does not meet expected standards of quality or decency.**

When we become aware of such Content, we may respond by removing the Content from the Website or revoking the publishing privileges of the user in question. A decision to remove or not to remove any Content is neither an assumption of liability for any inappropriate Content or an endorsement of Content. Nor should our decision to remove Content from the Website be regarded as indicating our view that it is inappropriate Content.

By using the Site, you understand and accept that some individuals may post comments that may be offensive, indecent, objectionable, false, misleading or otherwise inappropriate.

If you become aware of Content which you consider inappropriate, please email us with details at [content@savvyinvestor.net](mailto:content@savvyinvestor.net).

We aim to provide an excellent service to our Members. But if you feel we could do better, please let us know! If you want to let us know of a glitch in the site, an idea for improvement, a complaint or a problem you're having, do email us at [website@savvyinvestor.net](mailto:website@savvyinvestor.net).

## **10. Intellectual Property Rights**

You acknowledge and agree that the Website and any necessary software used in connection with the Site contain proprietary and confidential information that is protected by applicable United Kingdom and international intellectual property and other laws. You further acknowledge and agree that Content submitted by other users is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws. You acknowledge that you do not acquire any ownership rights by using the Site.

### **Our Intellectual Property Rights**

The Website includes our copyrights and Intellectual property rights and except for your rights to use the Site within the Terms of this Agreement, we reserve all of our intellectual property rights in the Site. Our logos, trademarks, service marks, graphics, and logos used in connection with the Site may be trademarks or registered trademarks in the U.K, U.S. and/or other countries. Other trademarks and logos used in connection with the Website may be the trademarks of their respective owners. This Agreement does not grant you any right or license with respect to any such trademarks and logos. We reserve all rights not expressly granted in and to the Site.

### **Intellectual Property Rights of Others**

The Website contains and displays Content, which without limitation may include papers, articles, documents, databases, messages, personal and company profiles, videos, audios and other information. Such Content, as well as all copyrights, designs, logos, trademarks and other Intellectual Property Rights posted or displayed by Members are the property of SavvyPro Networks Ltd or the party displaying or publishing it.

You may access and use the Content, and download and/or print out copies of any Content from the Site, solely for your personal, non-commercial use. If you download or print a copy of the Content for personal use, you must retain all copyright and other proprietary notices contained therein. You may not modify, reproduce, publish or display Content owned by other Members without their prior written consent, except to the extent necessary for you to display, use and navigate the Website.

### **Your Intellectual Property Rights**

If you think someone has stolen or misused your intellectual property on Savvy Investor, please write to us, providing full details at [legal@savvyinvestor.net](mailto:legal@savvyinvestor.net). We will remove any Content if properly notified that such material infringes the intellectual property rights of another.

### **Your Feedback to us**

By submitting suggestions or proposals to us through the feedback pages, you acknowledge and agree that we are free to exploit these ideas and you are not entitled to any compensation or fee from us under any circumstances

## **11. User Conduct**

**In your use of the Site, you agree to comply with all applicable laws, including, without limitation, privacy laws, intellectual property laws and regulatory requirements. You agree not to express or imply that any statements you make are endorsed by us, without our prior written consent; or to infringe the Savvy Investor brand, logo or trademarks.**

You promise not to harvest, collect or share information about visitors to the Site without their express consent; or to send unsolicited or unauthorized advertisements or spam to other users of the Site.

You agree not to copy Content from the Website with a view to creating or compiling any form of comprehensive collection, compilation, directory or database in order to provide a commercial service that, in our sole discretion, competes with us. You agree not to modify, rent, lease, loan, sell, distribute or create derivative works based in whole or in part on the Content of the Site.

You agree not to use a robot, spider, or other manual or automatic software to download, retrieve, index, "data mine", "scrape", "harvest" or in any way reproduce the web pages or data contained in the Website. You agree not to upload, transmit or disseminate through the website any computer virus, worm, or other code, file or program that interrupts, destroys or limits the functionality of any computer software or infrastructure of Savvy Investor or that of any user of the Site.

You agree not to access Savvy Investor by any means other than through the normal interfaces provided by navigating to <http://www.savvyinvestor.net> using a web browser or to attempt to access any part of the Website that you are not authorised to access.

You agree not to upload, transmit or disseminate through the website any Content which will deface the site, inhibiting other visitors; or to use the Website in a way that may cause it to be interrupted, damaged, rendered less efficient or such that the effectiveness or functionality of the Website is in any way impaired.

You agree not to (and not to allow any third party to) create derivative works, based on the technology, code or design of the Savvy Investor website; or to copy, modify, adapt, sublicense, translate, sell, reverse engineer, decompile or disassemble any portion of the Site; and you agree not to "Frame" or "mirror" any part of the site or otherwise simulate the appearance or function of the Savvy Investor Website.

We grant you a personal, non-transferable and non-exclusive right and license to use the Website, on condition that you comply with the Terms of this Agreement. We reserve the right to investigate and take legal action against anyone who, in our sole discretion, violates the restrictions set forth in this Agreement.

## **12. Savvy dollar credits and terms applicable to Advertisers**

**A variety of different forms of Advertising is available through the site. This includes, without limitation, the company directory, banner advertising and jobs advertising. Advertising forms part of the Content of the Site and is covered by the same Terms of Agreement as other Content.**

All monetary purchases made directly through the Site are purchases of credits which may be used to purchase advertising or "SavvyMail". These credits are referred to as "Savvy dollars," with one Savvy dollar credit costing US\$1.00 (plus VAT where applicable). The pricing of services will be displayed on the relevant Site pages and we reserve the right to change the pricing at any time. As the Site increases in size, the price of Advertising is likely to rise commensurately.

Purchases of credits may be made for professional "B2B" purposes only, in keeping with the purposes and ethos of the site. Upon making a purchase an invoice (with relevant VAT details where appropriate) will be available immediately for download from the Site.

If, within seven days of purchasing credits, you change your mind, we will refund in full the cost of any unused credits purchased during that period. Please email us at [support@savvyinvestor.net](mailto:support@savvyinvestor.net) and we will arrange a refund to your payment card. After the seven day period, no refunds are offered. We make no guarantee of the effectiveness of any Advertising or other purchases made by you on the Site and do not offer any monetary refunds, except as stated within the seven day period.

In the unlikely event that Advertising purchased by you is adversely affected by operating difficulties on our part, we will make a pro-rata refund of Savvy dollar credits to your account. In such circumstances, please email us at [support@savvyinvestor.net](mailto:support@savvyinvestor.net) with details of your claim.

If you purchase any form of Advertising, then we will display such Content on the topic pages requested, for the times and frequencies specified at the time of placing the advertisement. We also reserve the right (but do not guarantee) to feature such content on other Site pages or newsletters tailored to individual users, based on their location, User Profile and preferences. If, as a result of your Advertising, you collect Personal Information from Site Members, you agree to keep such Personal Information strictly confidential and you agree to use and process it within the laws and regulations applicable to you.



If you use the site to advertise jobs, you may receive replies from Members which include CVs and other Personal Information. You agree to keep all such information strictly confidential and you agree to use and process it within all applicable laws and regulations, including European GDPR requirements.

If you are “connected” to another Member, or if they follow you, you may use the internal messaging system to contact them free of charge. Messages sent to other Members are known as “SavvyMail” and we make a charge for these messages, set at a level to manage the amount of mail received by Members. We do not encourage the use of SavvyMail for indiscriminate mailing of Members, and for this reason we do not offer a refund if your SavvyMail message is not replied to.

Savvy dollar credits may also be awarded to Members as a reward for contributing to the Site, for instance by writing Content or inviting new members. These “rewards” may be used on the Site to discount the price at which advertising is purchased. However, these “rewards” are discretionary and have no intrinsic value. When a user’s membership ends, for whatever reason, the number of “rewards” will be set to zero. You agree not to “game the system”, in order artificially to increase your “rewards”. We reserve the right to cancel retrospectively all such “rewards” and to terminate your membership immediately if, in our absolute discretion, we believe you are “gaming the system” in this way.

### 13. Terms applicable to Company Managers and Company Writers

If you “claim” or “create” a company profile in the Directory, then you automatically become a “Company Manager”. If you are registered on the site as an employee of your company, you may become a “Company Manager” or “Company Writer” when an existing Company Manager within your company assigns the role to you. Each company may have multiple Company Managers and Company Writers.

Company Managers and Company Writers on the Site have special permissions and are expected to exercise those permissions diligently. Company Writers may publish content in their company name and may also edit content, which has been written by others in the company name.

The responsibilities of a Company Manager includes: i) creating and editing the company profile, ensuring that it is up-to-date, true, clear and not misleading, ii) controlling who else within the company may have the permissions of a Company Manager or Company Writer, iii) arranging payment for renewal of Company status (paid profiles only).

If you have the role of Company Manager or Company Writer, you agree to exercise the role responsibly. We strongly recommend that all companies have two or more Company Managers, in order to provide cover in case of sickness or holiday.

### 14. Termination

We can each end this Agreement at any time.

#### a. Mutual rights of termination

You may cancel your registration and terminate this Agreement at any time and for any reason. We may also cancel your registration and terminate this Agreement for any reason or no reason, at any time, with or without notice. Termination of your Savvy Investor account includes disabling your access to the Site and may also bar you from any future use of the Site.

#### b. Misuse of the Website

You understand that we may, without prior notice, restrict, suspend or terminate the account of any Member who abuses or misuses their Site privileges. Reasons for such termination might include, without limitation, violations of this Agreement, repeatedly inviting Members you don’t know to connect, abuse of the messaging service, creation of false profiles, or breaching our rules on posting of Content.

If we terminate your Account, our intention is to notify you by email and an explanation for the termination will be provided. Notwithstanding the foregoing, we reserve the right to terminate without giving reasons. Any user terminated for misuse of the Website must not attempt to re-register using new credentials.

#### c. Effect of Termination

Upon termination of your Savvy Investor account, you lose access to the Site and any Content owned by you may be removed. Any refundable, unused purchases of Savvy dollar credits (but not “rewards”) will be refunded to you within one month of termination.

### 15. Our Rights & Obligations

#### a. Services Availability

Our intention is to provide you indefinitely with an outstanding platform, which will continuously be expanded and improved. We allow you to access Savvy Investor as available on any given day and we have no other obligations, except as expressly stated in this Agreement. We may modify, replace, refuse access to, suspend or discontinue the Site, partially or entirely, or change and modify prices prospectively in our sole discretion and without prior notice. All of these changes shall be effective upon posting on the Site or by direct communication to you unless otherwise noted.

Our business model is for the Site to be free of charge for users, with revenue derived from advertising and other premium services. We fully intend to maintain this model indefinitely; however we do not guarantee that a chargeable service will remain chargeable or that use of the site will always remain free-of-charge for all Members.

We reserve the right to withhold, remove or edit any Content, with or without notice if deemed by us to be contrary to this Agreement. For avoidance of doubt, we have no obligation to store, maintain or provide you a copy of any Content that you or other Members have posted on the Site.

#### b. Third Party Products and Sites

The Site contains links to other internet websites or links to content created by third parties. We neither control nor endorse such

other websites or content, nor have we reviewed or approved any content that appears on such other websites or on our Site. You should review any applicable terms or privacy policy of a third party site before using it.

You acknowledge and agree that we shall not be held responsible or liable, directly or indirectly, for the privacy practices or the content of such websites, including without limitation any advertising, products or other materials or services on or available from such websites or resources, nor for any damage, loss or offence caused or alleged to be caused by, or in connection with, the use of or reliance on any such content, goods or services available on such external websites or resources.

### **c. Disclosure of User Information**

You agree that we can use, store, and share information about you as permitted in our Privacy Policy. You acknowledge, consent and agree that we may access, preserve, and disclose your User Profile and any Content or Messages written by you if we believe this 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 claims of a violation of the rights of third parties, whether or not the third party is a Member, individual, or government agency (e) respond to user support requests, or (f) protect the rights, property or safety of Savvy Investor, its users, yourself or the public. Disclosures of Member information to third parties other than those required to provide customer support, administer this Agreement, or comply with legal requirements are addressed in our Privacy Policy.

### **d. Connections and Interactions with other Members**

You are solely responsible for your interactions with other Members. Savvy Investor may limit the number of connections you may have to other Members and may, in certain circumstances, prohibit you from contacting other Members through the Site or otherwise limit your Site privileges. You agree that, in the event that you choose to pursue any right, claim or action against any user of the Website arising out of that user's use of the Website, you will pursue such right, claim or action independently of, and without recourse to, us. We reserve the right, but have no obligation, to monitor disputes between you and other users.

## **16. Disclaimer of Warranties**

The following clauses exclude or limit our legal liability in relation to the Website and Content. You should read them carefully. These limitations on our liability apply only as far as the law permits. Nothing in these Terms shall limit or exclude our liability for death or personal injury caused by negligence, for fraud or fraudulent misrepresentation on our part, or for any matter for which it would be illegal for us to limit or exclude, or attempt to limit or exclude, our liability.

THE WEBSITE, AND ANY CONTENT HEREIN, IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW. WE 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.

Some jurisdictions do not allow the exclusion of implied warranties, so the above exclusions may not apply to you.

WE DO NOT WARRANT THAT YOUR USE OF THE SITE WILL BE UNINTERRUPTED, ERROR-FREE OR SECURE, OR THAT THE SITE, ITS CONTENT OR THE SERVER(S) ON WHICH THE SITE IS HOSTED ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. WE NEITHER WARRANT NOR REPRESENT THAT YOUR USE OF THE SERVICE WILL NOT INFRINGE THE RIGHTS OF THIRD PARTIES. WE DO NOT HAVE ANY OBLIGATION TO VERIFY THE IDENTITY OF MEMBERS, NOR ANY OBLIGATION TO MONITOR THE USE OF THE SITE BY USERS. THEREFORE, WE DISCLAIM ALL LIABILITY FOR IDENTITY THEFT OR ANY OTHER MISUSE OF IDENTITY OR INFORMATION BY OTHERS.

YOU ASSUME TOTAL RESPONSIBILITY AND RISK FOR YOUR USE OF THE WEBSITE AND YOUR RELIANCE THEREON. NO OPINION, ADVICE, OR STATEMENT OF FROM US, OUR DIRECTORS, EMPLOYEES, MEMBERS, ADVERTISERS OR AGENTS, WHETHER MADE ON THE SITE OR OTHERWISE, SHALL CREATE ANY WARRANTY. We do not control or vet Content for accuracy. We are not responsible for reviewing or approving any Content or messages sent through the site. Responsibility for such Content lies exclusively with the person posting it and our Site shall act merely act as a conduit for such Content. Furthermore, we are not responsible, and make no representations or warranties for the delivery of any messages or Content sent through the website. We do not guarantee that your information will not be intercepted or decrypted by others. We shall not be liable for any loss or damage suffered as a result of such interception or decryption unless we are in breach of our statutory duties in relation to the protection of your information.

Access to the Website may be suspended temporarily and without notice in the case of system failure, maintenance or repair or for reasons reasonably beyond our control.

## **17. Limitation of Liability**

NEITHER WE, NOR OUR DIRECTORS, EMPLOYEES, MEMBERS, ADVERTISERS OR AGENTS ARE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE OR OTHER DAMAGES INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF THESE DAMAGES), RELATING IN ANY WAY TO THE SITE OR CONTENT, OR ANY PRODUCT OR SERVICE USED OR PURCHASED THROUGH SAVVY INVESTOR. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE SITE IS TO STOP USING IT. THE SOLE AND EXCLUSIVE MAXIMUM LIABILITY TO US FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE) OR OTHERWISE, SHALL BE THE TOTAL AMOUNT PAID TO US BY YOU, IF ANY, FOR ACCESS TO THE SITE, OR £250 IF GREATER. THIS APPLIES WHETHER OR NOT WE SHOULD HAVE KNOWN ABOUT THE POSSIBILITY OF SUCH DAMAGES.

Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages, so the above

limitations may not apply to you.

We do not accept any liability for damage to your computer system or loss of data that results from your use of the Website and we cannot guarantee that any files that you download are free from viruses, contamination or destructive features.

Whilst every effort has been made to ensure that this Agreement adheres strictly with the relevant provisions of the Unfair Contract Terms Act 1977, in the event that any of these terms are found to be unlawful, invalid or otherwise unenforceable, that term is to be deemed severed from this Agreement and shall not affect the validity and enforceability of the remaining Agreement. The particular term shall apply only within jurisdictions where the particular term is legal or enforceable.

## 18. Indemnity

As a condition of your use of the Site, you agree to indemnify, defend and hold us, our directors, employees and agents, harmless from any and all claims, liability, damages, costs and expenses, including reasonable legal costs and expenses, arising out of or caused by (a) your use of the Site or Content, (b) your violation of this Agreement, (c) your violation of the rights of any third party, or (d) any claim that one of your posts caused damage to a third party. This defence and indemnification obligation will survive this Agreement and your use of the Site.

## 19. General

### a. Governing law and jurisdiction

Regardless of your country of origin or where you access the Website, the Terms shall be governed by and interpreted in accordance with English Law. You and we both agree that disputes arising in connection with the Terms shall be subject to the exclusive jurisdiction of the courts of England and Wales. Notwithstanding the above, you agree that we shall still be entitled to apply for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction.

### b. Severability

If any provision of this Agreement is found by any court or competent authority to be invalid, unlawful or unenforceable, the unenforceable provision will be modified so as to render it enforceable and effective to the maximum extent possible in order to effect the intention of the provision. If a court or competent authority finds the modified provision invalid, unlawful or unenforceable, the unenforceable term, condition or provision will to that extent be severed. The remaining terms, conditions and provisions will continue to be valid and enforceable to the fullest extent permitted by law.

### c. Assignment

Neither party may assign or transfer any of its rights or under these Terms without the prior written consent of the other. We may assign or transfer our rights subject to our obligations under these Terms in connection with a reorganisation or sale of our business in connection with which the Website is operated or to any company for our convenience. No term in these Terms is enforceable under the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to it.

### d. Entire agreement

You agree that this Agreement constitutes the entire, complete and exclusive agreement between you and SavvyPro Networks Ltd regarding the Site and Content and supersedes all prior agreements and understandings, whether written or oral, or whether established by custom, practice, policy or precedent, with respect to the subject matter of this Agreement.

### e. Notify us of acts contrary to the Agreement

If you believe you are required or entitled under law to act in a way which is in breach of any of the Terms of this Agreement, you agree to provide us with a full and detailed justification in writing at least 28 days before such breach.

### f. No Waiver

In the event that any party to these Terms fails to exercise any right or remedy either under these Terms or any applicable law, this shall not be construed as a waiver of that right or remedy.