MARKETPLACE TERMS AND CONDITIONS

PLEASE READ THESE MARKETPLACE TERMS AND CONDITIONS VERY CAREFULLY
IF YOU HAVE ANY QUESTIONS, PLEASE E-MAIL US AT: info@ssvsmartaccount.co

Introduction

SSV SMARTACCOUNT LIMITED ("**we**", "**us**", "**our**") is pleased to offer you access to, and use of, our marketplace platform (the "**Marketplace**") which contains products and services (the "**Products**") made available by third parties ("**Providers**"). These Marketplace Terms and Conditions (together with other documents referred to on it) (the "**Agreement**") set out the basis on which you access, use and otherwise interact with the Marketplace, Products and information made available via the Marketplace (the "**content**").
By accessing the Marketplace, you are accepting and consenting to the terms contained in this Agreement and if you wish not to be bound by these you should not access the Marketplace. From time to time we may change the terms of this Agreement and we shall notify you of such changes and by continuing to access the Marketplace you are accepting these changes to this Agreement.

Please see the very important provisions under the following headers:

- Responsibility for the products
- Things you must not do
- No warranties
- Liability

1. Responsibility for the Products

- You understand and accept that:
  - Providers are independent of and not in any way connected with us;
  - Providers are solely responsible for their respective Products and may have separate terms which apply to your use of such Products (and it is your responsibility to check these to ensure that you are comfortable with them);
  - Your use of any Products is at YOUR OWN RISK and that we limit our liability to you in this Agreement in respect to your use of such Products.
- The content, and the availability of Products on the Marketplace, should NOT be construed as any form of:
  - Advice, recommendation, endorsement or solicitation; or
  - Representation, warranty or guarantee that the Products are appropriate or suitable for you.
- You should obtain independent professional advice in respect to any Products you wish to use, download or otherwise interact with.

2. Things you must not do

- You agree that you will not:
  - Access or use the Marketplace, Products or content for any commercial or business purposes.
  - Do anything that affects the integrity or security of the Marketplace or causes (or may cause) harm, damage or unreasonable inconvenience to other users of the Marketplace or us.
  - Gather, extract, download, reproduce, display and/or advertise on any website, other online or off-line service or otherwise, any content.

- Copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit or distribute all or any part of the Marketplace or content other than permitted by your Licence (as defined below).
- Reverse compile, disassemble, reverse engineer or otherwise reduce to human perceivable form all or any part of the Marketplace.
- Access the Marketplace or use the content in order to build a product or service which competes with our products, services, any of the Products or the Marketplace without our prior written consent.
- Licence, sell, rent, lease, transfer, assign, distribute, display, disclose or otherwise commercially exploit the Marketplace or content, or otherwise make the Marketplace or content available to any third party or
- Provide any feedback, software code, documentation or other material to us that is not yours or that you do not have permission to provide for us to use or publish.

3. No Warranties

- We give no representations, warranties or guarantees, whether express or implied, that:
- The Marketplace, Products or content will be free from errors or omissions. These are provided "as is" and "as available" and your use of these is at YOUR OWN RISK.
  - The content is accurate, complete or up-to-date or
  - The Marketplace, Products or content will be secure or free from bugs or viruses.
- You are responsible for configuring your information technology, computer programmes and platform in order to access the Marketplace, Products and content.

4. Liability

- We accept liability for the following:
  - If we don't comply with our obligations under this Agreement.
  - In other circumstances where our liability is not able to be limited under any applicable law and nothing in this Agreement is intended to exclude or limit our liability in relation to this.
- Nothing in this Agreement shall be read as an attempt by us to limit our liability for death or personal injury as a result of our negligence or that of our employees.
- We are NOT liable for any matter as far as the law allows except those above where we have accepted liability. Matters for which we are NOT liable include the following:
  - Business losses (as the Marketplace is only for domestic and private use and therefore there can be no loss of profit, loss of business, business interruption, or loss of business opportunity).
  - Losses if you are unable to access the Marketplace, Products and/or content
  - If the device you use to access the Marketplace, Products and/or content doesn't work properly.
  - Any loss or damage arising out of your use of, or inability to use, the Marketplace, Products and/or content.
  - Any loss or damage arising out of material, web-links, opinions or any other information made available by third parties, including Providers, to you via the Marketplace.
  - Losses or costs caused by abnormal and unforeseeable circumstances outside our reasonable control and our efforts to the contrary (e.g. failures caused by industrial action, problems with another system or network, third party viruses or malware)
  - Where you have been fraudulent or careless or where you have breached this Agreement.
  - Any consequential or similar types of losses from timing delays where we must comply with the law.

- The Marketplace, Products and/or content may contain links to other sites or resources provided by third parties. These links are provided for your information only. We have no control over the contents of those sites or resources. We assume no responsibility or liability for the content of websites linked on the Marketplace. Such links should not be interpreted as endorsement by us of those linked websites. We will not be liable for any loss or damage that may arise from your use of them.

5. Intellectual Property

- We grant you (to the extent we are able, it being acknowledged there may be open source or third party software in such) a non-exclusive, non-sub licensable and revocable licence, for the term of this Agreement, to access the Marketplace and view the Products and content via the SSV SMARTACCOUNT app (we call this "your Licence").
- You accept that the Marketplace, Products and content are protected by copyright, trademarks and other intellectual property rights owned by us or licensed to us. Except as allowed under your Licence, you may not use, copy or distribute any of the Marketplace, Products or content for any purpose without our written permission and no other rights, title or interest in them are granted to you.
- You agree that you will automatically grant us a non-exclusive, perpetual, irrevocable, royalty-free and sub-licensable licence to all intellectual property rights in:
    - Any of your feedback on, or in connection with, the Marketplace, Products, Providers and/or content and
    - Improvements (including ideas for improvements and software code, documentation or other material documenting improvements) to the marketplace, that you make publicly available to us, including through our websites, the Marketplace or on any other application, platform or open source repository.

6. Access

- We may, from time to time, amend the Marketplace, Products and/or content, as well as your access to the Marketplace, Products and/or content, at our sole discretion and without giving notice to you.
- We may also suspend, withdraw, discontinue or change all or any part of the Marketplace, Products and/or content for any reason and without notice to you.
- You can decide to stop using the Marketplace, Products or content at any time.
- If you stop using the Marketplace this Agreement will no longer apply, except for the provisions under the headings Responsibility for Products, No Warranties, Intellectual Property, Liability and General.

7. General

- If we agree in writing, you can assign your rights under this Agreement or delegate your obligations under this Agreement to any person. Otherwise, you cannot do this for any reason. We may assign our rights and/or delegate our obligations under this Agreement at any time and without notice to you.
- If we don't insist that you perform your obligations under this Agreement, it doesn't mean you don't have to. Similarly, if we don't enforce our rights under this Agreement, or we delay in doing so, it doesn't mean we've given up those rights.
- Each term of this Agreement operates separately. If any court of competent authority decides that any of them are unlawful or unenforceable, the other terms will remain in full force and effect.
- This Agreement constitutes the entire agreement between you and us in relation to its subject matter, and supersedes and extinguishes all previous agreements, promises,

assurances, warranties, representations and understandings between us, whether written or oral, in relation to that subject matter.

- You acknowledge that in agreeing to the terms contained in this Agreement, you have not relied upon any oral or written statements, promises, collateral or other warranties, assurances, undertakings, misrepresentations or representations that were made by or on behalf of us in relation to the subject matter of this Agreement at any time before your acceptance of this Agreement ("Pre-Contractual Statements"), other than those that are set out expressly in this Agreement. You hereby waive all rights and remedies which might otherwise be available to you in relation to such Pre-Contractual Statements (although nothing in this clause shall exclude or restrict liability of you or us arising out of pre-contract fraudulent misrepresentation or fraudulent concealment).
- This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) is governed exclusively by and are construed exclusively in accordance with the law of England and Wales. You and we agree that the courts of England and Wales have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).
- References to the word "include" or "including" (or any similar term) in this Agreement shall mean "including without limitation".