

OVAL MONEY (EUROPE) LTD

Terms of Website Use

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1. Terms of website use

This page (together with the documents referred to on it) tells you the terms of use on which you may make use of our website (our site), whether as a guest or a registered user. Please read these terms of use carefully before you start to use the site. By using our website (the "Website"), you indicate that you accept these terms of use, the Privacy Policy and Cookie Policy, notices, disclaimers and any other terms and conditions or other statements issued or authorised by us that are contained on the website (referred to collectively as the Terms). By using the Website, you agree to be bound to the Terms. If you do not agree to these terms of use, please refrain from using our site.

2. Information about us

The site https://www.ovalx.com/en-cy/legal is controlled by Oval Money (Europe) Ltd, which is operating under the brand name OvalX and Oval (OvalX,Oval, We or Us). We are a Cypriot Investment Firm incorporated and registered under the laws of the Republic of Cyprus, with registration No. HE114460. The Company is authorized and regulated by the Cyprus Securities and Exchange Commission ("CySEC") under the license No. 096/08 and have our registered office at 5 Spatharikou, KSA Building, 1st Floor, Mesa Geitonia, Limassol 4004, Cyprus.

3. Accessing our site

Access to our site is permitted on a temporary basis, and we reserve the right to withdraw or amend the service we provide on our site without notice (see below). We do not guarantee that our site, or any content on it, will always be available or be uninterrupted. We will not be liable if for any reason our site is unavailable at any time or for any period.

From time to time, we may restrict access to some parts of our site, or our entire site, to users who have registered with us.

If you choose, or you 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, and you must not disclose it to any third party. We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our opinion you have failed to comply with any of the provisions of these terms of use, and you will be informed accordingly. If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us at support@ovalx.com.

Also, we reserve the right at any time to deny or terminate all or part of your access to our site where in our opinion, there are concerns regarding unreasonable use, security, or unauthorised access or where you have breached any of these Terms; or block or suspend your account, remove your default settings, or part thereof, without prior notice to you.

When using our site, you must comply with the following provisions:

You are responsible for making all arrangements necessary for you to have access to our website. You are also responsible for ensuring that all persons who access our site through your internet connection are aware of these terms, and that they comply with them.

 We are the owner or the licensee of all intellectual property rights in our site, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.



- You may print off one copy, and may download extracts, of any page(s) from our site for your
 personal reference and you may draw the attention of others within your organization to material
 posted on our site.
- You must not modify the paper or digital copies of any materials you have printed off or downloaded
 in any way, and you must not use any illustrations, photographs, video or audio sequences or any
 graphics separately from any accompanying text.
- Our status (and that of any identified contributors) as the authors of material on our site must always be acknowledged.
- You must not use any part of the materials on our site for commercial purposes without obtaining a license to do so from us or our licensors.
- You must not reproduce, duplicate, copy or re-sell any part of our site in contravention of the provisions of our terms of website use.
- If you print off, copy or download any part of our site in breach of these terms of use, your right to use our site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.
- You may not use our site in any way that breaches any applicable local, national or international law or regulation, to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of solicitation.
- You may not use our site in any way that is unlawful or fraudulent or has any unlawful or fraudulent purpose or effect.
- You may not use our site to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation.
- You may not use our site to knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.
- You must not access without authority, interfere with, damage or disrupt:
 - Any part of our site;
 - o Any equipment or network on which our site is stored;
 - o Any software used in the provision of our site; or
 - o Any equipment or network or software owned or used by any third party.

4. Reliance on information posted

Commentary and other materials and any content posted on our site are not intended to amount to advice on which reliance should be placed. We therefore disclaim all liability and responsibility arising from any reliance placed on such materials by any visitor to our site, or by anyone who may be informed of any of its contents.

5. Our site changes regularly

We aim to update our site regularly and may change the content at any time. If the need arises, we may suspend access to our site, or close it indefinitely. Any of the material on our site may be out of date at any given time, and we are under no obligation to update such material.

6. Our liability

The material displayed on our site is provided without any guarantees, conditions or warranties as to its accuracy, completeness and reliability. To the extent permitted by law, we, other members of our group of companies and third parties connected to us hereby expressly exclude:



- All conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity.
- Any liability for any direct, indirect or consequential loss or damage incurred by any user in connection with our site or in connection with the use, inability to use, or results of the use of our site, any websites linked to it and any materials posted on it, including, without limitation any liability for:
 - loss of income or revenue;
 - loss of business;
 - loss of profits or contracts;
 - loss of anticipated savings;
 - loss of data;
 - loss of goodwill;
 - wasted management or office time; and for any other loss or damage of any kind, however
 arising and whether caused by tort (including negligence), breach of contract or otherwise, even
 if foreseeable, provided that this condition shall not prevent claims for loss of or damage to your
 tangible property or any other claims for direct financial loss that are not excluded by any of the
 categories set out above.

This does not affect our liability for death or personal injury arising from our negligence, nor our liability for fraudulent misrepresentation or misrepresentation as to a fundamental matter, nor any other liability which cannot be excluded or limited under applicable law.

7. Information about you and your visits to our site

We process information about you in accordance with our Privacy Policy, available on our website. Your use of our Website is subject to our Privacy Policy and Cookies Policy. Please be advised, that when you access and/or use our Website and/or any other services offered through our Website, we may collect and/or otherwise process your personal data. Our Website also uses cookies.

Therefore, you should consult our Privacy Policy and Cookies Policy where we describe in more detail, among others, how we collect and/or process your personal data and your data protection rights.

By using our website, you acknowledge that we will collect, use and/or otherwise process your personal data for the purposes described in our Privacy Policy and you hereby warrant that all personal data provided by you is accurate and valid.

8. Transactions concluded through our site

Contracts for the supply of goods, services or information formed through our site or as a result of visits made by you will be governed by separate terms and conditions of our account agreement with you.

9. Viruses, hacking and other offences

You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to our site, the server on which our site is stored or any server, computer or database connected to our site. You must not attack our site via a denial-of-service attack or a distributed denial-of service attack.

By breaching this provision, you would commit a criminal offence under the Convention on Cybercrime and other relevant applicable laws. We will report any such breach to the relevant law enforcement authorities



and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our site will cease immediately.

We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our site or to your downloading of any material posted on it, or on any website linked to it.

10. Suspension and termination

We will determine, in our discretion, whether there has been a breach of these terms through your use of our site. When a breach of this policy has occurred, we may take such action as we deem appropriate.

Failure to comply with these terms constitutes a material breach and may result in our taking all or any of the following actions:

- Immediate, temporary, or permanent withdrawal of your right to use our site.
- Issue of a warning to you.
- Legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach.
- Further legal action against you.
- Disclosure of such information to law enforcement authorities as we reasonably feel is necessary.

We exclude liability for actions taken in response to breaches of these terms. The responses described in this policy are not limited, and we may take any other action we reasonably deem appropriate.

11. Linking to our site

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval, or endorsement on our part where none exists.

You must not establish a link from any website that is not owned by you.

Our site must not be framed on any other site, nor may you create a link to any part of our site other than the home page. We reserve the right to withdraw linking permission without notice.

If you wish to make any use of material on our site other than that set out above, please address your request to **support@ovalx.com**.

12. Links from our site

Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only. . Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them.

We have no control over the contents of those sites or resources and accept no responsibility for them or for any loss or damage that may arise from your use of them. Any complaints or enquiries regarding a link to other sites or and resources provided by third parties should be directed to the third party. We assume no



responsibility in contacting other sites or third-party resource providers on behalf of the user. We are not responsible for the processing activities of such third party sites and to re-direct you to such third parties' privacy notices and relevant policies.

13. Jurisdiction and applicable law

The Cypriot courts will have exclusive jurisdiction over any claim arising from, or related to, a visit to our site although we retain the right to bring proceedings against you for breach of these conditions in your country of residence or any other relevant country.

These terms of use 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 construed in accordance with the Cyprus law.

14. Trademarks

OvalX is the trademark of Monecor (London) Limited and Oval Money (Europe) Ltd or are subject to trademark application.

15. Variations

We may revise these terms of use at any time by amending this page. You are expected to check this page from time to time to take notice of any changes we made, as they are binding on you. Some of the provisions contained in these terms of use may also be superseded by provisions or notices published elsewhere on our site.

16. Your concerns

If you have any concerns about material which appears on our site, please contact support@ovalx.com.