

TERMS OF USE

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You represent and warrant to FINLYTICA that You have the right, title, and/or authority to grant such license to FINLYTICA. FINLYTICA may elect not to post or publish User Content that You submit. If FINLYTICA elects to post or publish Your User Content, FINLYTICA may in its sole discretion withdraw the posted or published User Content for any reason and without notice even if FINLYTICA has previously indicated to You that FINLYTICA might or will post the User Content You have submitted.

You acknowledge and agree that the relationship between You and FINLYTICA is not a confidential, fiduciary, or other special relationship. FINLYTICA shall have the right, but not the obligation, to use Your name, likeness, biography and other information about You that You have provided in connection with any use of the User Content You submit, and FINLYTICA may continue to use this information after any termination of your account or Your access to the Websites for the purpose of identifying the source of User Content that you previously submitted. Nothing in this TOU shall prohibit or restrict FINLYTICA's right to create or obtain User Content or submissions similar to or competitive with the User Content that You have submitted.

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You agree not to use a FINLYTICA Solutions to:

- Publish, upload, post, email, transmit or otherwise make available any User Content that (a) You do not have the right to make available (b) is unlawful, harmful, vulgar, obscene, hateful, or racially, ethnically or otherwise objectionable; (c) infringes any Intellectual Property Rights of any party, (d) includes any unsolicited or unauthorized advertising, promotional materials, surveys, junk mail, spamming, chain letters, or any other form of solicitation, commercial or otherwise, or (e) contains a software virus, Trojan horse, worm, time bomb, cancelbot, corrupted file, or any other computer file or software designed to interrupt, destroy, damage or limit the functionality of any computer hardware, software or other property
- Defame, harass, abuse, stalk, threaten or violate the legal rights of others such as rights of privacy and publicity or business integrity.
- Impersonate any person or entity, including, but not limited to, an FINLYTICA official, FINLYTICA employee, or any other third party, or falsely state or otherwise misrepresent your affiliation with a person or entity.
- Forge email headers or otherwise manipulate identifiers in order to disguise the origin of any User Content transmitted through the FINLYTICA Solutions.
- Download any file or User Content posted by another user that You know, or reasonably should know, should not be legally reproduced, displayed, performed and/or distributed in such manner.
- Interfere with or disrupt the servers, or networks which support the FINLYTICA Solutions, or disobey any requirements, procedures, policies or regulations of networks connected to the FINLYTICA Solutions.
- Violate any applicable local, state, national or international law and any regulations.
- Harvest, collect, or store personal information or data of other users.

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If You wish to terminate your account, you may do so by submitting your request via email to webmaster@finlytica.ai. Please note that in the event that you elect to terminate your account, FINLYTICA has the right and may elect to continue to post and publish on the Websites personally identifying information associated with User Content that You have posted.

6. FINLYTICA CONTACT

FINLYTICA is not obligated to evaluate or provide any comments to you regarding User Content that you submit. At FINLYTICA's sole discretion, FINLYTICA may contact you with critiques,

updates, feedback, status or questions regarding your submission. In no event will any such contact or communication from FINLYTICA obligate FINLYTICA to adopt your submission, provide a timeframe for evaluation, or even provide any additional communication regarding your submission.

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1. Except for FINLYTICA Solutions which are clearly identified as non-public forums (each a "**Non-Public Forum**"), FINLYTICA Solutions are intended to be public forums, and You agree not to provide FINLYTICA or other Users with any confidential or proprietary information that You or the owner of the information do not intend to become public information. Except for UserContent clearly labeled as confidential that You upload into a Non-Public Forum, any UserContent that You send or upload to a FINLYTICA Solutions will be deemed NOT to be confidential or proprietary, and You expressly agree that You waive any trade secret or other confidentiality rights with respect to such User Content.
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You are responsible for and agree to provide FINLYTICA with complete, true, and current information, including Personal Data, and to keep Your Personal Data accurate and up to date. You can always correct or update Your Personal Data. Furthermore, you may request information about Your Personal Data stored with FINLYTICA, or the correction (in case the relevant website is not allowing You to correct or update your information), or deletion of Your Personal Data by contacting webmaster@finlytica.ai. Please note that if You request the deletion of your account or Personal Data, you might not be able to further access and use the FINLYTICA Solutions and your User Content.

You are solely responsible with regard to usage and security of Your password and any activities that occur under Your account. You shall not use the account of anyone else at any time. You understand and agree that FINLYTICA collects, uses, stores and otherwise processes Your personal information and utilization data and may share such data with third party service providers for the purposes of improving or providing the FINLYTICA Solutions subject to FINLYTICA's Privacy Statement.

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15. APPLICABLE LAW

The laws of the State of Illinois, United States of America, will govern this TOU without giving effect to any principles of conflicts of laws. To the extent possible under applicable law, venue for all disputes in connection with this TOU shall be Cook County, State of Illinois, United States of America.

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Your confidentiality obligations hereunder shall survive termination of your account. Upon any termination of your account, or FINLYTICA's written request, you must cease use of Confidential Information, and/or FINLYTICA Solutions, and return or destroy all Confidential Information in your possession or control.

17. WAIVER AND SEVERABILITY

The failure of FINLYTICA to exercise or enforce any right or provision of this TOU shall not constitute a waiver of such right or provision. To the extent that any provision in this TOU shall be found to be invalid or unenforceable, such provision shall be modified in such a manner so as to make this TOU as modified, legal and enforceable under applicable laws and the balance of the provisions of this TOU shall not be affected thereby.

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You are doing so at your own risk, and you remain fully responsible and liable for familiarity and compliance with these Terms of Use as well as with the laws, regulations, directives, codes, and rules of the United States, and any other applicable jurisdiction which may be involved in the access, transmission, routing, receipt, disclosure, storage or use of information on an FINLYTICA Solutions. You agree that your use of a FINLYTICA Solutions or any Content will be in compliance with U.S. laws. **IT IS YOUR OBLIGATION TO VERIFY AND COMPLY WITH ALL APPLICABLE LAWS AND REGULATIONS OF THE UNITED STATES AND OF THE COUNTRY FROM WHICH YOU ARE ACCESSING FINLYTICA SOLUTIONS.**

Effective as of September 22, 2021