

Terms and Conditions of Use – October 6th 2016

1. OWNERSHIP

This website is the property of NOSTER FINANCE, S.L., with registered office at Padilla, 32, Madrid, Spain, email: finect@finect.com, holder of Tax ID Code B-85231926, registered in the Commercial Register of Madrid in Volume 24813, Folio 162, Book 0, Sheet M-446611. For the purposes of these Terms and Conditions of Use (hereinafter, TCU) we shall refer to NOSTER FINANCE by its brand name, i.e., FINECT.

2. SUBJECT MATTER

These TCU set out the terms and conditions that apply to the FINECT social network, and the current and/or future pages of the website through which said social network is accessed, including the subdomains and territorial domains property of FINECT, and the services that are contracted from said pages (hereinafter, the website or the social network). However, access to certain services may require the acceptance of additional special conditions.

Therefore, if you do not agree with these terms, please exit this website, because simply browsing it as a User is subject to these TCU, even though the User will be expressly asked to accept them when he contracts a service and becomes a FINECT Customer.

The purpose of the website is to promote the activities and the services it provides, so the information it contains, unless stated otherwise, is solely for promotional purposes or, where applicable, a simple invitation to contract and does not in any way constitute a binding offer.

3. AMENDMENTS TO THE TERMS AND CONDITIONS OF USE

Due to changes that may be made to these TCU, please review them again when you next enter FINECT or contract a new service; the latest version will always apply. When the TCU are amended, this will be announced on www.finect.com at least seven calendar days in advance of the new conditions taking effect. Unless the Customer chooses to unsubscribe, it will be assumed that he accepts the new TCU and will not be entitled to claim against FINECT on any grounds because of changes made to them; in any case, the Customer will always be free to unsubscribe at any time.

When his express consent, authorisation or acknowledgement of the amendments to the TCU is required, a notice will appear before he can access any FINECT service. Until he accepts the contents of that notice he will be unable to use the service(s) affected by the change or any service, if the notice applies to all of them.

For the Customer's information, the date of the latest amendment made to these TCU will be given in the heading.

4. CAPACITY TO CONTRACT AND CONSERVATION OF THE CONTRACT

By accepting the TCU, the Customer confirms that he is of full age and has the legal capacity to contract and, if he represents a company or organisation, that he has sufficient powers to legally bind it.

The User must accept the TCU and FINECT'S Privacy Policy in order to complete the process of registration, after which he will become a Customer. If he does not accept them, he cannot register. The Customer is invited to save a copy of the TCU, the Privacy Policy and any supplementary conditions in their specific files or print a hard copy when he accepts them.

In addition to accepting the TCU and the Privacy Policy, the Customer must verify his email address in order to register. FINECT reserves the right to unsubscribe a User if he does not verify his email within 15 days of registering.

5. SERVICES

FINECT is a social network that allows users of financial services to exchange knowledge and information related with said services, use the IT platform that supports the websites and/or develop additional services created by Customers themselves. In order to promote and encourage networking between Customers, FINECT makes available all the services and information on www.finect.com, under the conditions established for each of them.

FINECT is not a financial institution, so does not carry out financial transactions, nor does it provide financial advice, nor should the recommendations given on its pages be understood as financial advice; neither does it endorse, support or review the recommendations made by third parties on the social network, whether by Customers or financial institutions.

5.1. DESCRIPTION OF THE BASIC SERVICES

5.1.1. Access to financial information on behalf of Customers

The Customer can ask FINECT to obtain his financial information from the data made available to him via the Internet by financial institutions with which he has a contractual relationship.

In order to obtain this information from his financial institution, the Customer will need to supply FINECT with the access codes to his bank's website. FINECT does not verify ownership of the access codes or his right to use them, so the Customer is responsible for being their legal owner or being authorised or empowered to use them and supply them to FINECT.

Once the Customer has supplied the access codes, FINECT will, once a day, access the websites of the financial institutions that he permits FINECT to access said information being accessible to the Customer at all times. However, since the data are only accessed once a day, the information may not be as up to date as that shown on the institution's website; for this reason, we offer the Customer the possibility of updating his financial information as often as has he may need, which will mean FINECT'S repeated access to the information provided by his financial institution.

FINECT will supply the Customer with the information in the same form as it is available on the financial institution's website, without checking how accurate or up to date it is, on the basis of the reliability and reputation of the institution that supplies the data. Said access will, in any case, be on a read-only basis, and it will not be possible to modify the information or carry out financial transactions. For this reason, FINECT will never ask for, nor should the Customer supply, the safety measures established by his financial institution for carrying out transactions.

The information obtained from financial institutions will enable FINECT to offer its Customers the possibility of tracking their aggregate financial situation. FINECT will inform its Customers of any incidents that may arise to prevent its access to the financial institution's website in order to obtain the information requested. FINECT will always act on behalf of the Customer, never on that of the institution.

- 5.1.2. Tools for managing and tracking investment portfolios
- 5.1.3. Communications between FINECT Customers
- 5.1.4. Creation of new services by Customers
- 5.1.5. Reputation or ranking system amongst Customers
- 5.1.6. Groups of Customers. There are two types of groups; basic groups which are free of charge to their members and Premium groups that are billable, and whose conditions of use will depend on their holder, not on FINECT.

6. PRICE

Services may be free of charge or billable, as determined by FINECT from time to time for each service. In any case, the charges and prices will be published and available on the website. Any change in the chargeable or for-profit nature of the services will entitle Customers to unsubscribe from them.

Wherever possible, FINECT will try to keep its services free of charge. In order to do this, FINECT will try to finance its services by sending its Customers third party advertising, in accordance with the terms and conditions established in section 10 of these TCU.

If a service ceases to be free of charge, the Customer will be informed the next time he tries to access that service. The Customer will be required to pay for the service concerned when and in the form indicated in order to continue using it.

In the case of non-payment, FINECT may apply the legal rate of interest to the amount owed, until payment has been made in full, but the Customer will not be able to continue using any FINECT service until the debt has been paid in full and may even be debarred from being a Customer, without prejudice to FINECT'S right to take such legal action as it sees fit.

The existence of any dispute or controversy between FINECT and the Customer on any grounds will not exempt the Customer from paying the amount established for the service.

7. BASIC RULES OF OPERATION OF THE FINECT SOCIAL NETWORK

The basic principles or values for Customers' conduct when using the website will be:

- **Respect:** Conduct on the social network must be consistent with public order and fundamental rights and freedoms. It should also respect human dignity, children's rights, and the rights of especially vulnerable groups of users and minorities.
- **Tolerance and non-discrimination:** Customers must respect the opinions given by other Customers on the website, and may not use it to offer opinions or make comments that discriminate against or denigrate other Customers on any grounds.

- **Trust:** The social network is based on the trust of all the parties that comprise it, both trust between Customers that offer their opinions, advice or create services for other Customers, and the trust FINECT places in the conduct of its Customers, on the assumption that this is in keeping with the Law.
- **Moderation:** Customers must not use the resources that FINECT puts at their disposal in an abusive manner. In particular they may not use the resources of the social network for sending chain letters pyramid selling, or sending unsolicited advertising. Nor may they ask for signatures or money or engage in any other conduct that might interfere in the provision of the services to other Customers or obstruct the resources put at the disposal of Customers. The use of harmful procedures or tools, or those that might interfere with the operation of FINECT, will not be permitted. FINECT also prohibits the use of its resources:
 - to infringe the intellectual or industrial property rights of third parties;
 - to insult, libel, malign or reveal information about third parties;
 - to harass, target, intimidate or discriminate;
 - for pornographic purposes, terrorism or any other unlawful purpose.
- **Good faith:** It is assumed that FINECT Customers use the services in good faith, in accordance with the Law, and do not use FINECT to avoid complying with the legislation in force, to act in a fraudulent or unlawful manner. Good faith also means that under no circumstances will FINECT be used to inflict harm on third parties (whether Customers or not) or FINECT itself in any way.
- **Privacy:** Privacy is of fundamental importance to the social network, so FINECT undertakes to preserve the privacy of the data and information supplied by Customers in order to register and that FINECT uses for managing its services. Customers are also expected to respect the privacy of the data of the Customers they meet on the website.

For more information, see our Privacy Policy.

www.finet.com/file/download/blog/0014415276901577540e3774415276901577540e377

- **Confidentiality:** Likewise, the Customer should treat the information on the social network as confidential. The Customer undertakes not to disclose any information to a third party without the express consent of the owner of that information, even when it relates to other FINECT Customers.
- **No censorship:** Because the social network is based on the principles, amongst other things, of trust amongst its Customers and good faith, there will be no prior censorship of their contributions, whether in the form of comments or recommendations, or by creating new services or the use made of FINECT'S IT platform.

8. BREACH OF THE BASIC RULES OF THE SOCIAL NETWORK

If a Customer thinks that a particular communication violates one or more of the basic principles (values) of the social network, he can inform FINECT by using this communication service or by sending an email to noisy.finet@finet.com.

Only if the principles set out in this section are disregarded or illicit activity takes place and other Customers make repeated complaints to FINECT, will FINECT review the content posted by the Customer about which complaints have been made and, where applicable, adopt the necessary measures, which can consist of deleting the content or services, excluding the Customer from the social network or even taking the appropriate legal action.

9. ACCESS TO THIRD PARTY SERVICES/TOOLS

Third party services or tools can be accessed from the FINECT website or via its IT platform, either through links or "pills".

"Pills" are direct accesses to the services of online calculators to carry out complex calculations and simulate scenarios in a simple and visual way. In particular, FINECT offers the "pills" provided by Fintech Marketing Services, S.L. (hereinafter, also Fintech Marketing or Moneymatic) with registered office at Calle Carril de los Caleros, N° 9, 28023 Madrid, holder of Tax ID Code B-87391280, whose website is www.moneymatic.es. These TCU do not cover the services of Fintech Marketing, so access to the "pills" is subject to the terms and conditions, privacy policy and cookies policy established by the latter.

In relation to the links that can be accessed via the FINECT website, we declare that these do not imply that there is a collaborative relationship or sponsorship arrangement with the linked website, nor do they imply an invitation or suggestion to visit, so FINECT does not accept any liability for them or their content. These TCU do not cover services provided by third parties, and the Customer should, if applicable, sign a contract with said third parties for the provision of services.

FINECT does not check or control third party links on its website, or their content, so FINECT does not accept liability for the action of third parties. Likewise, these TCU do not cover the services provided by said third parties.

FINECT puts the address links.finect@finect.com at the disposal of its Customers so that they can make any complaints or suggestions concerning the suitability, relevance and appropriateness of links to/from third parties. If the Customer's complaint or suggestion is deemed to be justified, FINECT will remove the link or ask the third party to remove its link, without this implying the recognition of any liability or the Customer's right to claim compensation from FINECT.

10. ADVERTISING

By preference, FINECT will finance its services by sending Customers third-party advertising, and in this way the Customer will not have to pay a fee for the services, or only the indispensable minimum.

Under no circumstances will sending advertising imply the transfer of personal data that identifies or might identify said Customers, but it does permit the aggregate, statistical or anonymized and impersonal transfer of information about Customers; in this way third parties can select which type of Customer they want to receive their advertising. The advertising will always be sent directly by FINECT and never by the third parties and will fully comply with the legal requirements established by the Organic Data Protection Act (LOPD) and the Information Society Services Act (LSSI).

The Customer will be able to select the type of advertising that interests him and will always be able to amend the type of advertising he wishes to receive or discontinue receiving any or all advertising.

In addition, third-party ads will be inserted that will, as far as possible, be considered of interest to the Customer, but under no circumstances should they be construed as a recommendation by FINECT for the products or services advertised in this way. FINECT declares that it does not monitor or review said advertising in any way, so it cannot be held responsible for its content, the absence of harmful components that might damage equipment or its relevance to Customers' and Users' interests. However, they can contact FINECT at ads.finect@finect.com if they wish to make a complaint or suggestion concerning the suitability, relevance and appropriateness of the advertising inserted. If we think that the Customer's complaint or suggestion is justified, FINECT will remove the advertising in question, without this implying the recognition of any liability or right to claim against FINECT on the part of Customers and Users.

11. DATA PROTECTION

See Privacy Policy.

www.finect.com/file/download/blog/0014415276901577540e3774415276901577540e377

12. MODIFICATION OF THE CONTENT AND DESIGN

FINECT reserves the right to make changes to the website without prior notice in order to update, correct, modify, add or delete content or design. The content of the web is updated periodically. Since information is not updated immediately, we suggest that you always check the validity and accuracy of the information it contains.

13. RESPONSIBILITIES OF CUSTOMERS AND USERS

The User/Customer undertakes to use the services of the website that are at his disposal in accordance with these TCU, and simply by using these services will imply the acceptance of their provisions for Users.

If the User/Customer acts contrary to the image, good name or reputation of FINECT, or causes harm to FINECT, the social network or any of its Customers, he will be held responsible to FINECT for his conduct.

The User/Customer will be held liable to FINECT for the absence of authorisation or sufficient powers to act for and on behalf of a third party, supply information, both personal data and the credentials for accessing financial institutions, and the consequences that may result therefrom. He will also be liable if he fails to supply true, accurate or adequate data.

The Customer is responsible for the opinions, comments, information or advice that he offers in the areas established for sharing experiences and encouraging the exchange of information, especially in relation to their accuracy, absence of alteration and their suitability for the basic principles of the social network.

If he creates a service, the Customer will be responsible for it, for ensuring that it abides by the Law, for its management, maintenance, and for establishing the terms and conditions that apply to it.

The User/Customer will also be held responsible for any unlawful or fraudulent use of the designs, logos, intellectual property rights, software or content of FINECT. Likewise the Customer will be responsible for obtaining the licences necessary for the dissemination, reproduction or use on the social network of any material that may be protected by intellectual property legislation, and for granting sufficient licences so that FINECT and its Customers can use any material protected by intellectual property rights, whether it belongs to third parties or to the Customer personally.

14. LIMITATION OF LIABILITY:

Mere intermediary: FINECT is not a tax, legal or financial advisor. FINECT provides a meeting point where Customers can access certain financial information, monitor their financial statements and their accounts, exchange information with third parties or access other services. However, FINECT does not under any circumstance advise certain action to be taken, and the Customer is the person ultimately responsible for any action he takes. Accordingly, FINECT will not be liable under any circumstances for damages of any kind (including, but not limited to, consequential damages, loss of profits, interruption of business, loss of information or any other pecuniary loss) arising from information obtained via FINECT.

Improper use: FINECT cannot control the use of the social network in any way other from that provided in these TCU. Therefore access to and correct use of the information on the website are the responsibility of the person who carries out these actions, and FINECT cannot be held liable for the improper, unlawful or negligent use that the User/Customer may make of it.

Use of the content: FINECT provides all the content in good faith and will make every effort to ensure it is kept permanently valid and up to date; however, FINECT cannot be held responsible for the recentness, errors or validity of the content. In the same way, FINECT cannot accept any liability for Users/Customers use or access outside the scope for which the website was intended, nor for the consequences that may arise from the practical application of opinions, recommendations or studies, whose ultimate responsibility will always lie with the Users/Customers.

Likewise, FINECT has no control over the content that may have been produced by third parties and therefore it will not accept liability for any damages that may result from said third party content under any circumstances.

Software or platform failures: The software used by the social network is supplied “as is”, so FINECT cannot guarantee that it will be free of errors or faults. Therefore FINECT does not accept liability for said faults or errors but will do everything in its power to correct them or remedy them once they have been detected or are reported by third parties.

IT faults: FINECT has concluded all the contracts necessary for the continuity of the social network and will make every effort to ensure that it does not suffer interruptions, but it cannot guarantee the absence of IT faults, or the permanent availability of its services and, consequently, it does not accept liability for any damages caused by lack of availability or failures of access caused by broken connections, faults, overloading or internet outages not attributable to FINECT.

Modification/elimination of services: Customers cannot claim against FINECT for the elimination or modification of services when, for internal reasons, FINECT decides to modify or discontinue one or more of them.

Third party services or their use via the IT platform: FINECT is not liable for the services that Customers provide via the website to other Customers or for services outside the social network that are covered by the use of its IT platform.

Information collected from financial institutions: FINECT does not accept liability for the information obtained from financial institutions, its recentness, accuracy or absence of errors.

Similarly it does not accept liability for any faults, interruptions or lack of supply that may affect said financial institutions and that prevent FINECT’S accessing the Customer’s information.

Basic groups: In the basic groups, each member will be responsible for the content he uploads or produces. The person ultimately responsible for the comments or content of the group will be its administrator, and under no circumstances will FINECT review, censor or control said content or comments.

Premium Groups: In the Premium groups, the administrator of each Premium Group will be the person ultimately responsible for its management and the opinions and comments made by its members.

Limitation of liability. If FINECT is deemed to be liable to a Customer or User on any grounds, its liability will be limited to the amount paid by the Customer for the service subject matter of the claim.

15. INTELLECTUAL PROPERTY

All content, software, designs, documentation and/or information on the website is protected by intellectual property rights owned by FINECT or third party companies with which it has signed the necessary contracts. The Customer/User will not commit or permit any action or omission that might affect FINECT'S intellectual property rights or those of third parties in relation to design, content, software, documentation and/or information and will notify FINECT of any possible violation of its rights as soon as it comes to his knowledge, FINECT or the third parties affected being the only beneficiaries of any compensation awarded as a result of any proceedings.

The Customer/User may not reverse engineer, decompile or disassemble all or part of the software that supports the website, any form of access to its source code being strictly prohibited unless previously authorised by FINECT.

The Customer/User will not delete, modify or alter in any way references to intellectual property rights reserved in favour of FINECT that are shown in its content, information, documentation or the software that supports it.

The use of the software, information, documentation and/or content produced by FINECT or by third parties within a contractual relationship with them will only be permitted within the scope and limits of these TCU.

FINECT declares that it respects the intellectual property rights of third parties. Accordingly, if you think this site may be violating your rights, please contact FINECT at the following email address: ip.finet@finect.com.

Any element produced by the Customer in the social network that is eligible for protection by the intellectual property legislation will be owned by the aforementioned Customer and will be his property. Nevertheless, the Customer grants FINECT a free, worldwide, non-exclusive licence, limited to the period of time that he remains a Customer. When the contractual relationship between the parties ends, the licence will be deemed to expire and the Customer must remove his content.

Customers must respect the intellectual property of material developed by other Customers and executed on the website. They expressly undertake not to sell said elements subject to the intellectual property rights of other Customers.

16. INDUSTRIAL PROPERTY

The Customer/User may not use any trademark, logo or commercial name belonging to FINECT without the latter's prior consent. The Customer/User acknowledges that use of the website and services will not confer on him any right to use FINECT'S commercial trademarks or other industrial property rights.

The Customer/User will abstain from deleting, modifying or altering in any way references to intellectual property rights reserved in favour of FINECT that appear on the website and the software that supports it, including, amongst other things, the name, logo or trademark that identifies the latter and which appears on any medium.

17. TERMINATION OF THE CONTRACTUAL RELATIONSHIP

The contractual relationship with the Customer can be ended, apart from on the grounds legally recognised in the legislation in force, on the following grounds:

- a) FINECT ceasing to operate its business or its principal line of business, the substantial alteration of the nature of the company, or being subject to liquidation or orderly shutdown;
- b) Any force majeure event that prevents the performance of all or a substantial part of the FINECT'S obligations in relation to said service for a continuous period of fifteen days as from the date on which said obligation should have been performed.
- c) The repeated breach by either party of any term or condition contained in the TCU if said breach is not corrected within fifteen days of it being notified;
- d) The unilateral decision by the Customer to end the relationship by unsubscribing from the Services at any time.

If the Customer wishes to terminate the contractual relationship, the latter should complete the procedure for unsubscribing as a Customer. It shall be deemed that the Customer has carried out the procedure to unsubscribe when he agrees to do so on the form provided for that purpose.

Any obligations previously contracted by the Parties will remain in force after the contractual relationship has ended.

Ending the contractual relationship on any grounds shall not entitle the Customer to claim any sum whatsoever from FINECT.

18. APPLICABLE LAW AND JURISDICTION

The applicable law in the event of any dispute or conflict of interpretation will be Spanish law.

For the resolution of any conflict, FINECT and the User/Customer agree to submit to the Courts and Tribunals of the place of residence of the Customer/User, provided this is within Spain. Otherwise, FINECT and the User/Customer agree to submit to the Courts and Tribunals of Madrid.

19. MISCELLANEA

Compliance with the Law. All the services comply with current Spanish legislation.

Change of ownership. Unless otherwise agreed, the terms and conditions of the contractual relationship will remain in force if FINECT merges, is acquired by a third party, demerges or is involved in any other procedure of commercial reorganisation, without prejudice to the Customer's right to unsubscribe at any time.

Assignment. The contractual relationship and the rights and obligations assumed under it by the Customer are non-transferable and cannot be assigned to a third party without the prior, express and written consent of FINECT.

Force majeure. FINECT will not be held responsible for any delay in compliance with or breach of the obligations it has assumed when this is due to force majeure, including strikes, work stoppages, accidents, lockouts, governmental orders, fires, explosions, natural or other catastrophes, embargos or contingencies resulting from activities of national defence, war or emergency conditions.

Entire agreement. If any provision of this legal agreement is declared, in whole or in part, to be null or without effect, said nullity or ineffectiveness will affect only that provision or part thereof that is null or ineffective, all the other conditions being unaffected. The provision or part thereof that is declared null or ineffective will be replaced by another whose effect will be, as far as possible, identical to that intended by the provision or the part thereof replaced without also being deemed invalid.

Notices. Any notices sent by FINECT to the Customer will be made to the most recent email address or mobile phone number that the Customer has supplied to FINECT.

If necessary, and only if a question cannot be resolved by email, FINECT may contact the Customer by telephone, if he has supplied a number. In this case FINECT will call the most recent telephone number supplied by the Customer.

It is the Customer's responsibility to keep the email addresses and telephone numbers at which FINECT can contact him up to date.

Priority. The supplementary conditions, if any, will take precedence over these TCU.

Waiver. The fact that either of the Parties does not demand performance of the other of any of the provisions of the TCU shall not be interpreted as a waiver of its rights. No waiver of any violation of the TCU shall constitute a waiver of any other and/or subsequent violation.