

User Agreement: last revised on January 2015

Welcome and thanks for joining FinRoad, The Trust to Deal Network.
Using our platform is agreeing our terms, so please read carefully the following terms and conditions.

I. Introduction

FinRoad offers its members tools enabling them to post and access deals, to publish and exchange documents, articles or events and to promote their company or personal profile.

Qualified and/or Accredited investors are governed by their own country rules and laws and must be totally aware and informed of all rules and laws conducted in the concerned countries where they could be acting.

We urge any other person, members or visitors, to read carefully all our Terms and Conditions of use and make themselves sufficiently informed to understand all applicable restrictions in their country. We strongly recommend legal advice in case of any doubt using our services.

User Must Comply with Applicable Laws.

The site is based in France. We make no claims concerning whether the site content may be downloaded, viewed, or be appropriate for use outside of France. If you access the site and/or the site content from outside of France, you do so at your own risk. Whether inside or outside of France, you are solely responsible for ensuring compliance with the laws of your specific jurisdiction.

You expressly agree to comply with any restrictions related to your country rules and laws and not to export or re-export any of the site content to countries or persons prohibited under the export control laws. By downloading the site content, you are expressly agreeing that you are not in a country where such export is prohibited or are a person or entity for which such export is prohibited. You are solely responsible for compliance with the laws of your specific jurisdiction regarding the import, export, or re-export of the site content.

Investments could be risky and using our site means:

- You are investing at your entire risk and discretion.
- We do not influence decision on any deal posted within our site.
- We do not perform any diligence with respect to any deal within our site.
- We make no representations or warranties that any investment on this site is suitable for any Investor.
- We make no representations or warranties that any information on this site is true, accurate or complete.
- Investment opportunities on this site could involve a risk. There is no promise of a return on your investment or that your capital will be returned.
- You may lose some or all of the capital you invest in any opportunity you find on this site.
- Opportunities on the site may be highly illiquid and subject to restrictions on transferability and you may not be able to exit any opportunity when desire
- We are not your financial or legal advisor.
- We are not an investor advisor.
- We are not a broker dealer.
- We are not your fiduciary and have no obligations to you.
- We are not responsible for verifying that any investor is an “accredited investor” or for performing other diligence on investors.

- We are not responsible for verifying that information on the site is true, accurate or complete.
- We are not responsible for ensuring that your offering complies with applicable law

1. Agreement

By using our platform you are entering into a legal agreement and you agree to all of our terms.

You also agree to our Privacy Policy, included within our website.

“Sign Up” and register leads to a legally binding agreement with FinRoad SAS registered in France.

This “Agreement” includes this User Agreement and the [Privacy Policy](#).

Please do not click “Sign Up” if you do not agree to this Agreement.

This Agreement applies to registered members or visitors.

II. Obligations

1. Service Eligibility

By using our platform you must be 18 years old and you will have only one account in your real name.

2. Your Membership

Your password will have to be strictly confidential, very strong, highly secured and will be kept totally secret.

Your account is strictly personal and cannot be shared with anyone. You agree to follow the law and all our rules and you are entirely responsible for anything that occurs via your account unless duly reported to us.

Any Premium purchased by a third party for you to use (employer, company etc.), the party paying for the Premium Service controls such an account and can terminate the access at anytime.

3. Payment

By honoring payments packs you agree that your payment information is stored. Taxes could be added to our prices according to local laws.

By purchasing any of our paid platform you agree to pay the applicable fees and taxes. Failure to pay these fees may result in the termination of your subscription. More over :

- Your purchase may be subject to foreign exchange fees or differences in prices based on location (e.g. exchange rates).
- You authorize us to store and continue billing your payment method (e.g. PayPal, credit card) even after it has expired, to avoid interruptions in your service (e.g. subscriptions) and to facilitate easy payment for new platform.
- Taxes are calculated based on the billing information that you provide us at the time of purchase.

You can get a copy of your invoice through your account settings but also requesting it though our customer support at contact@finrad.com.

4. Notices and Service Messages

You agree that we use our website, mobile apps, and email to provide you with important notices.

Please make sure your contact information is perfectly up to date as you would miss important notices related to your account.

5. Messages and Sharing

Posted or shared information and content may be seen by other Members or, if public, by Visitors. Our account and site settings will allow you to choose who can see content or information (e.g., FinRoad community, Visitors, limiting your profile visibility and your posts). Please note that sending an InMail is only visible to the addressee(s).

We are not obligated to publish any information or content on our service and can remove it in our sole discretion, with or without notice.

III. Rights and Limits

1. Your License

You own all of the content, feedback, and personal information you provide to us, but you also grant us a non-exclusive license to it.

You are committed to only provide information and content that you have the right to share, and that your FinRoad profile information will be sincere and true.

You do own the content and information that you submit or post limited in the following ways:

- You can terminate this license by closing your account for the reasonable time it takes to remove from our systems
- We will ask for your authorization to publish your posts beyond the platform. However, other Members and/or Visitors may access and share your content and information, consistent with your settings and degree of connection with them.
- We will not modify the meaning of your content.
- We only have non-exclusive rights to your content, you may choose to make it available to others.
- You agree that we may access, store and use any information that you provide in accordance with the terms of the [Privacy Policy](#) and your privacy settings.

By submitting suggestions or other feedback regarding our platform, you agree that FinRoad can use and share such feedback for any purpose without compensation to you.

You agree to only provide content or information if that does not violate the law nor anyone's rights (e.g., without violating any intellectual property rights or breaching a contract). FinRoad may be required by law to remove certain information or content in certain countries.

2. Service Availability

We may change or discontinue any of our platform. We can't promise to store or keep showing any information and content you've posted.

We may change, suspend or terminate any service, or change and modify prices prospectively in our discretion. To the extent allowed under law, these changes may be effective upon notice provided to you.

You agree that we have no obligation to store, maintain or provide you a copy of any content or information that you or others provide, except to the extent required by applicable law and as noted in our Privacy Policy

3. Other Content, Sites and apps

It is entirely your risk to use others' content and information posted on our platform.

We are not responsible for third-party activities taking place within our platform.

By using FinRoad you may encounter content or information that might be inaccurate, incomplete, delayed, misleading, illegal, offensive or otherwise harmful. FinRoad generally does not review content provided by our Members. You agree that we are not responsible for third parties' (including other Members') content or information or for any damages as result of your use of or reliance on it.

You are responsible for deciding if you want to access or use third party sites linked to FinRoad. If you allow a third party to authenticate you or connect with your FinRoad account, that third party can access information on FinRoad related to you and your connections. Third party have their own legal terms and privacy policies, and you may be giving others permission to use your information in ways we would not. FinRoad is not responsible for these third parties.

4. Limits

We have the right to limit how you connect and interact on our platform.

FinRoad reserves the right to limit your use of the platform, including the number of your connections and your ability to contact other Members. FinRoad reserves the right to restrict, suspend, or terminate your account if FinRoad believes that you may be in breach of this Agreement or law.

FinRoad reserves all of its intellectual property rights in the platform. Logos used in connection with FinRoad are trademarks or registered trademarks of FinRoad. Other trademarks and logos used in connection with the platform may be the trademarks of their respective owners.

IV. Disclaimer and Limit of Liability

1. No Warranty

This is our disclaimer of legal liability for the quality, safety, or reliability of our platform.

TO THE EXTENT ALLOWED UNDER LAW, FINROAD (A) DISCLAIM ALL IMPLIED WARRANTIES AND REPRESENTATIONS (E.G. WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY OF DATA, AND NON-INFRINGEMENT); (B) DO NOT GUARANTEE THAT THE PLATFORM WILL FUNCTION WITHOUT INTERRUPTION OR ERRORS, AND (C) PROVIDE THE SERVICE (INCLUDING CONTENT AND INFORMATION) ON AN "AS IS" AND "AS AVAILABLE" BASIS.

SOME LAWS DO NOT ALLOW CERTAIN DISCLAIMERS, SO SOME OR ALL OF THESE DISCLAIMERS MAY NOT APPLY TO YOU.

2. Exclusion of Liability

These are the limits of legal liability we may have to you.

TO THE EXTENT PERMITTED UNDER LAW (AND UNLESS FINROAD HAS ENTERED INTO A SEPARATE WRITTEN AGREEMENT THAT SUPERSEDES THIS AGREEMENT), FINROAD (AND THOSE THAT FINROADWORKS WITH TO PROVIDE THE PLATFORM) SHALL NOT BE LIABLE TO YOU OR OTHERS FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR ANY LOSS OF DATA, OPPORTUNITIES, REPUTATION, PROFITS OR REVENUES, RELATED TO THE PLATFORM (E.G. OFFENSIVE OR DEFAMATORY STATEMENTS, DOWN TIME OR LOSS, USE OR CHANGES TO YOUR INFORMATION OR CONTENT).

IN NO EVENT SHALL THE LIABILITY OF FINROAD (AND THOSE THAT FINROADWORKS WITH TO PROVIDE THE PLATFORM) EXCEED, IN THE AGGREGATE FOR ALL CLAIMS, AN AMOUNT THAT IS THE LESSER OF (A) FIVE TIMES THE MOST RECENT MONTHLY OR YEARLY FEE THAT YOU PAID FOR A PREMIUM SERVICE, IF ANY, OR (B) US \$1000.

THIS LIMITATION OF LIABILITY IS PART OF THE BASIS OF THE BARGAIN BETWEEN YOU AND FINROAD AND SHALL APPLY TO ALL CLAIMS OF LIABILITY (E.G. WARRANTY, TORT, NEGLIGENCE, CONTRACT, LAW) AND EVEN IF FINROAD HAS BEEN TOLD OF THE POSSIBILITY OF ANY SUCH DAMAGE, AND EVEN IF THESE REMEDIES FAIL THEIR ESSENTIAL PURPOSE.

SOME LAWS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY, SO THESE LIMITS MAY NOT APPLY TO YOU.

V. Termination

We can each terminate this Agreement anytime.

FinRoad or you may terminate this Agreement at any time with notice to the other. On termination, you lose the right to access or use the platform. The following shall survive termination:

- Our rights to use and disclose your feedback;
- Members and/or Visitors'r rights to further re-share content and information you shared through the Service to the extent copied or re-shared prior to termination;
- Sections 4, 6 and 7 of this Agreement;
- Any amounts owed by either party prior to termination remain owed after termination.

VI. Dispute Resolution

Any legal dispute would take place in France courts, applying French law.

You agree that the laws of France, excluding its conflict of laws rules, shall exclusively govern any dispute relating to this Agreement and/or the platform. We mutually agree that all of these claims can only be litigated in the French jurisdiction courts.

VII. General Terms

Here are some important details about how to read the Agreement.

If a court with authority over this Agreement finds any part of it not enforceable, you and us agree that the court should modify the terms to make that part enforceable while still achieving its intent. If the court cannot do that, you and us agree to ask the court to remove that unenforceable part and still enforce the rest of this Agreement. To the extent allowed by law, the French translation of this Agreement is binding and other translations are for convenience only. This Agreement (including additional terms that may be provided by us when you engage with a feature of the platform) is the only agreement between us regarding the platform and supersedes all prior agreements for the platform.

If we don't act to enforce a breach of this Agreement, that does not mean that FinRoad has waived its right to enforce this Agreement. You may not assign or transfer this Agreement (or your membership or use of platform) to anyone without our consent. However, you agree that FinRoad may assign this Agreement to its affiliates or a party that buys it without your consent. There are no third party beneficiaries to this Agreement.

We reserve the right to change the terms of this Agreement and will provide you notice if we do and we agree that changes cannot be retroactive. If you don't agree to these changes, you must stop using the platform.

You agree that the only way to provide us legal notice is at the addresses provided in Section 10.

VIII. Obligations

1. You agree that you will:

- Comply with all applicable laws, including, without limitation, privacy laws, intellectual property laws, anti-spam laws, export control laws, tax laws, and regulatory requirements;
- Provide accurate information to us and keep it updated;
- Use your real name on your profile;
- Use the Platform in a professional manner.

2. You agree that you will not:

- Act dishonestly or unprofessionally, including by posting inappropriate, inaccurate, or objectionable content;
- Add content that is not intended for, or inaccurate for, a designated field (e.g. submitting a telephone number in the "title" or any other field, or including telephone numbers, email addresses, street addresses or any personally identifiable information for which there is not a field provided by FinRoad);
- Use an image that is not your likeness or a head-shot photo for your profile;
- Create a false identity on FinRoad;
- Misrepresent your current or previous positions and qualifications;
- Misrepresent your affiliations with a person or entity, past or present;
- Misrepresent your identity, including but not limited to the use of a pseudonym;
- Create a Member profile for anyone other than yourself (a real person);
- Invite people you do not know to join your network;
- Use or attempt to use another's account;
- Harass, abuse or harm another person;
- Send spam or other unwelcomed communications to others;
- Scrape or copy profiles and information of others through any means (including crawlers, browser plugins and add-ons, and any other technology or manual work);

- Act in an unlawful, libelous, abusive, obscene, discriminatory or otherwise objectionable manner;
- Disclose information that you do not have the right to disclose (such as confidential information of others (including your employer));
- Violate intellectual property rights of others, including patents, trademarks, trade secrets, copyrights or other proprietary rights;
- Violate the intellectual property or other rights of FinRoad, including, without limitation, using the word “FinRoad” or our logo in any business name, email, or URL;
- Use FinRaod invitations to send messages to people who don't know you or who are unlikely to recognize you as a known contact;
- Post any unsolicited or unauthorized advertising, “junk mail,” “spam,” “chain letters,” “pyramid schemes,” or any other form of solicitation unauthorized by FinRoad;
- Send messages to distribution lists;
- Post anything that contains software viruses, worms, or any other harmful code;
- Manipulate identifiers in order to disguise the origin of any message or post transmitted through the Platform;
- Create profiles or provide content that promotes escort platform or prostitution.
- Creating or operate a pyramid scheme, fraud or other similar practice;
- Copy or use the information, content or data of others available on the Platform (except as expressly authorized);
- Copy or use the information, content or data on FinRoad in connection with a competitive service (as determined by FinRoad);
- Copy, modify or create derivative works of FinRoad, the platform or any related technology (except as expressly authorized by FinRoad);
- Reverse engineer, decompile, disassemble, decipher or otherwise attempt to derive the source code for the Platform or any related technology, or any part thereof;
- Imply or state that you are affiliated with or endorsed by FinRoad without our express consent (e.g., representing yourself as an accredited FinRoad trainer);
- Rent, lease, loan, trade, sell/re-sell access to the platform or related any information or data;
- Sell, sponsor, or otherwise monetize any other feature of the platform, without FinRoad's consent;
- Deep-link to our platform for any purpose other than to promote your profile on FinRoad, without FinRoad's consent;
- Remove any copyright, trademark or other proprietary rights notices contained in or on our service;
- Remove, cover or obscure any advertisement included on the platform;
- Collect, use, copy, or transfer any information obtained from FinRoad without the consent of FinRoad;
- Share or disclose information of others without their express consent;
- Use manual or automated software, devices, scripts robots, other means or processes to access, “scrape,” “crawl” or “spider” the platform or any related data or information;
- Use bots or other automated methods to access the platform, add or download contacts, send or redirect messages;
- Monitor the Platform' availability, performance or functionality for any competitive purpose;
- Engage in “framing,” “mirroring,” or otherwise simulating the appearance or function of the platform;
- Access the platform except through the interfaces expressly provided by FinRoad
- Override any security feature of the platform;
- Interfere with the operation of, or place an unreasonable load on, the platform (e.g., spam, denial of service attack, viruses, gaming algorithms); and/or

IX. Complaints Regarding Content

We respect the intellectual property rights of others. We require that information posted by Members be accurate and not in violation of the intellectual property rights or other rights of third parties.

X. How to Contact Us:

contact@finroad.com

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France