

Finvisage - Terms and Conditions

Last updated date: 7th November 2024

By clicking on the box/ installing/ creating an account/using Finvisage Products, you are agreeing to these Terms and Conditions and the use of your Personal Information as described in our Privacy Policy - <https://www.finvisage.com/wp-content/uploads/2024/01/finvisage-privacy-policy.pdf>. If you are using Finvisage on behalf of an organisation such as your employer, you are agreeing to these Terms on behalf of that organisation and represent and warrant that you have the authority to agree to these terms on the organisation's behalf. In that case, "you" and "your" will refer to that organisation.

We may periodically revise the Terms. The current version of our Terms and Conditions will always be posted on <https://www.finvisage.com/>, so please check them regularly. By continuing to use Finvisage Products after revisions become effective, you are agreeing to the revised Terms. If you do not agree to the revised Terms, you can discontinue using Finvisage Products.

Therefore, we request you to read these Terms and Conditions carefully before using Our Service.

Interpretation and Definitions

Interpretation

The words of which the initial letter is capitalised have meanings defined under the following conditions.

The following definitions shall have the same meaning regardless of whether they appear in singular or in the plural.

Definitions

For the purposes of these Terms and Conditions:

- **Applicable Law** means any and all applicable laws, statutes, orders, rules, treaties, decree, regulations, directives, edicts, bye-laws, schemes, warrants, other instruments made under or to be made under any statute, any exercises of the royal prerogative and codes of conduct and regulatory rules or guidelines, whether local, national, or otherwise existing from time to time, together with any other similar instrument having legal effect in the relevant circumstances;
- **"Client", "Customer", "You", "Your", or "User"** means the authorised individual accessing or using the Service, or the company, or other legal entity on behalf of which such individual is accessing or using the Service, as applicable.
- **Company** (referred to as either "Company", "We", "Us", "Our", or "Finvisage" in this Agreement) refers to Apex Financial Technology Limited, 128 City Road, London, EC1V 2NX.
- **Customer Materials** shall refer to all works and materials: (a) uploaded to, stored on, processed using or transmitted via Finvisage Products by or on behalf of the Customer or by any person or application or automated system using the Customer's account; and (b) otherwise provided by the Customer to the Company in connection with the agreement;

- **Documentation** means the documents (in whatever media) provided to the Client to facilitate use of the Service by Us;
- **Effective Date** shall refer to the date when You first agree to these Terms and Conditions and/or use the Service of Finvisage.
- **Finvisage Product, Pricer** refers to the Website, the mobile application, and the products/tools offered on the Finvisage Website for performing liquidity forecasting, financial planning & analysis, fx, interest rates, equity, fixed income & commodity pricing and risk management, direct and indirect budgeting module for businesses, invoice discounting and Liability management solutions made available on a license basis by the Company.
- **Intended Use/Permitted Purpose** means the use of Finvisage Products by authorised Customers for performing liquidity forecasting, financial planning & analysis, FX, interest rates, equity, fixed income & commodity pricing and risk management, direct and indirect budgeting module for businesses, invoice discounting and Liability management solutions as per the Terms of Use.
- **Infringing Data** means information or data that (i) infringes Applicable Law; or (ii) infringes any third party Intellectual Property Rights; or (iii) includes any material which is obscene, indecent, pornographic, seditious, offensive, defamatory, threatening, liable to incite racial hatred, menacing or blasphemous;
- **Intellectual Property Rights** means copyright, patents, rights in inventions, rights in confidential information, know-how, trade secrets, trademarks, service marks, trade names, design rights, rights in get-up, database rights, rights in data, semiconductor chip topography rights, mask works, utility models, domain names, rights in computer software and all similar rights of whatever nature and, in each case: (i) whether registered or not, (ii) including any applications to protect or register such rights, (iii) including all renewals and extensions of such rights or applications, (iv) whether vested, contingent or future and (v) wherever existing;
- **“Party” or “Parties”** each of Finvisage and the Client being a **“party”** and together Finvisage and the Client are the **“parties”**
- **Service** means the remote provision of the Applications to the Client for the benefit of Users or refers to the use of Finvisage Products for the purpose as described under the Terms of Use.
- **Terms and Conditions** (also referred as "Terms") mean these Terms and Conditions that form the entire agreement between You and the Company regarding the use of Finvisage Products.
- **Third-party Social Media Service** means any services or content (including data, information, products or services) provided by a third-party that may be displayed, included or made available by the Service.
- **Website** refers to the Company’s website, accessible from <https://www.finvisage.com/>

Acknowledgement

These are the Terms and Conditions governing the use of this Service and the agreement that operates between You and the Company. These Terms and Conditions set out the rights and obligations of all Users regarding the use of the Service.

Your access to and use of the Service is conditioned on Your acceptance of and compliance with these Terms and Conditions. These Terms and Conditions apply to all visitors, users and others who access or use the Service.

By accessing or using the Service You agree to be bound by these Terms and Conditions in its entirety. If You disagree with any part of these Terms and Conditions, then You may not access the Service. Your access to and use of the Service is also conditioned on Your acceptance of and compliance with the Privacy Policy of the Company. Our Privacy Policy describes Our policies and procedures on the collection, use and disclosure of Your personal information when You use the

Finvisage Products and tells You about Your privacy rights and how the law protects You. Please read Our Privacy Policy carefully before using Our Service.

Links to Other Websites

Our Service may contain links to third-party web sites or services that are not owned or controlled by the Company. The Company has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third-party web sites or services. You further acknowledge and agree that the Company shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods or services available on or through any such web sites or services. We are not responsible for any access to or use of Your Data by third party providers or their products or services, or for the security or privacy practices of any third party provider or its products or services

We strongly advise You to read the terms and conditions and privacy policies of any third-party web sites or services that You visit.

Term & Termination

Term

These Terms are effective as of the Effective Date and expire on the date of expiration or termination of all Subscription Terms.

Effects of Termination

Upon any expiration or termination of these Terms and Conditions, You agree to cease using all Finvisage products and delete (at our request or return) all Confidential Information or other materials of ours that's in your possession, including any third party systems, services operated on your behalf. We will also seek to certify such deletion upon our request. Unless legally prohibited we may delete all of your Data and you will no longer have access to the data after expiration or termination of these Terms (or its applicable Subscription Term), so you should make sure to export Your Data during the applicable Subscription Term. If you terminate these Terms in accordance with the Termination for Cause clause, we will refund you any prepaid fees covering the remainder of the then-current Subscription Term after the effective date of termination. If We terminate these Terms in accordance with the Termination for Cause clause, you will pay any unpaid fees covering the remainder of the then-current Subscription Term after the effective date of termination. In no event will termination relieve you of your obligation to pay any fees payable to us for the period prior to the effective date of termination. Except where an exclusive remedy may be specified in these Terms, the exercise by either party of any remedy, including termination, will be without prejudice to any other remedies it may have under these Terms, by law or otherwise.

License Terms

The Company grants the Customer a non-exclusive licence to use Finvisage Products for the Intended Purpose under the following conditions.

- a) The Customer complies with the Terms and Conditions and the Terms of Use of Finvisage at all times.

- b) The Customer is authorised to get access to Finvisage Products.
- c) The licence to use granted under this agreement is non-sublicensable, non-transferable and effective till the time this agreement is not terminated and or the terms of licensing under this agreement are not breached.
- d) The Customer must not alter, adapt or edit Finvisage Products in any manner and use them only in the manner specified under the Terms of Use. It is further stated that the Customer shall not try to access the object code or the source code of Finvisage Products either during or after the expiry of the term of this agreement.
- e) The Customer shall not try to re-engineer, reproduce or replicate Finvisage Products.
- f) The Customer shall also ensure that no unauthorised person uses/gets access to the Finvisage Products through them.
- g) All intellectual property rights in the Finvisage Products shall rest exclusively with the Company.
- h) Any use of Finvisage Products by the Customer in an unlawful, illegal, fraudulent or harmful manner or for activities which are unlawful, illegal, fraudulent or harmful is prohibited.

Customer Material

The Customer grants the Company a non-exclusive, limited term license to store, copy and otherwise use the Customer Materials on Finvisage Products for the purposes of operating the Finvisage Products, providing the Services, fulfilling its other obligations under this agreement, and exercising its rights under the agreement.

All intellectual property rights with respect to such Customer Material shall rest with the Customer at all times. The Customer represents and warrants to the Company that any authorised use of Customer Material as per this Agreement shall not: (i) breach any laws, statutes, codes or regulations; (ii) infringe any third party's intellectual property rights or other legal rights; (iii) give rise to any cause of action against the Company or any third party.

Terms of Use

Finvisage grants the Client a non-transferable, non-exclusive right for the term of this Agreement to allow Users access to the Service.

- ❑ Prior to providing Users with access to the Service, the Client shall:
 - ❑ ensure that all Users are aware of the terms of this Agreement, including their obligation to comply with any other user terms applicable to the Service and notified to the Client. The Client shall only provide Users with access to the Service via the access method provided by Finvisage and shall not provide access to anyone other than a User.
- ❑ The Client shall comply, and shall procure that Users comply, with the following conditions of use:

- ❑ the Service may only be used in connection with the Client's own business purposes; and
- ❑ You are advised to access Finvisage from the following compatible internet browsers - Google Chrome 45 or higher, Firefox 48 or higher, Edge 14 or higher, Safari 10 or higher, Opera 55 or higher, IE 10 or higher. In other browsers or lower versions of the compatible browsers mentioned, certain features may not be visible or may not function properly.
- ❑ Except to the extent such activities are expressly agreed by the parties, the Client's rights to benefit from the Service does not permit it, or the Users, to:
 - ❑ copy, cut and paste, email, reproduce, publish, distribute, redistribute, broadcast, transmit, modify, adapt, edit, abstract, create derivative works of, store, archive, publicly display, sell or in any way commercially exploit any part of the Service;
 - ❑ use the Service to provide outsourced services to third parties or make it available to any third party or allow or permit a third party to do so;
 - ❑ combine, merge or otherwise permit the Service (or any part of it) to become incorporated in any other program, nor arrange or create derivative works based on it;
 - ❑ attempt to decompile (as defined in section 50B of the Copyright, Designs and Patents Act 1988) or access the code base of the underlying software (or any part of it) that is used to provide the Service, except and only to the extent that such restriction is prohibited pursuant to section 50B of the Copyright, Designs and Patents Act 1988; and
 - ❑ to observe, study, show to a third-party organisation (without authorisation from Finvisage) or test the functioning of the underlying software (or any part of it) that is used to provide the Service, except and only to the extent that such restriction is prohibited pursuant to section 50B of the Copyright, Designs and Patents Act 1988.
- ❑ The Client warrants and represents that it shall, and ensure that Users shall keep confidential and, except as provided for in this Agreement, not share with any third party their password or access details provided to facilitate access to the Service. The Client shall contact Finvisage if updates to any list of Users given to Finvisage are required, including when Users cease to be employed or engaged by the Client.
- ❑ The Client shall not, and shall procure that the Users shall not, introduce any software virus or other malware (including any bugs, worms, logic bombs, trojan horses or any other self-propagating or other such program) that may infect or cause damage to the Service or Finvisage's systems or otherwise disrupt the provision of the Service.
- ❑ The Client shall not be permitted to frame or mirror any part of the Service other than as permitted by the Documentation or with Finvisage's express written consent.
- ❑ Finvisage reserves the right to monitor usage by all Users (by way of audits or otherwise) during the term of this Agreement for the purpose of (among others) ensuring compliance with the terms of this Agreement. Any audit may be carried out by Finvisage or a third party authorised by Finvisage. If any audit reveals that any password has been provided to an individual that is not a User, the Client shall, without delay, disable any such passwords and notify Finvisage immediately.

- ❑ In the event of unauthorised use of the Service by the Client or Users, Finvisage reserves the right to deny the Client or Users access to the Service by blocking, without prior notification, the IP addresses that the Client or Users used to access the Service.

Terms of Paid Subscriptions

If an “Online Subscription” to the Services is purchased by You via the Finvisage Website or pursuant to any ordering document such as “Order Subscription Form” then the following terms of subscription shall be applicable

Subscription Term: The Services are provided on a subscription basis for a term defined in the Online Subscription, or on the Order Subscription Form, as applicable (each, a “Subscription Term”).

Billing and Payment: If you purchase a subscription to the Services via credit card, debit card or other mode of payment card (collectively, “Credit Card”), you hereby authorise Finvisage (or its designee) to automatically charge your Credit Card in accordance with the applicable Online Subscription or Order Subscription Form. You acknowledge that certain Credit Cards may charge you foreign transaction fees or other charges. If your payment is not successfully settled for any reason, you remain responsible for any amounts not remitted to Finvisage. Each net new user beyond the scope of the initial Online Subscription or Order Subscription Form, as applicable, will incur an additional charge and will be included in a true-up invoice or charged automatically via Credit Card, as applicable. In case of invoice payments, you should ensure the payment is made to a pre-agreed Finvisage bank account within the 7 days payment terms. In the event of non-payment, this would constitute a material breach of terms and thereby resulting in termination of services as specified in the Term & Termination clause.

Late Payments. Any late payments shall be subject without limiting its other rights, charge interest on such sums at the highest rate permitted under the Late Payments of Commercial Debts (Interest) Act 1998; and interest shall accrue on a daily basis, and apply from the due date for payment until actual payment in full, whether before or after judgment.

Taxes and Fees. You are responsible for all sales, use, value-added or other taxes of any kind. You are also responsible for any payment-related fees such as wire transfer or Credit Card processing fees.

Other Expenses. You are responsible for all fees or expenses related to accessing or using the Services that are extrinsic to the Services. This includes, without limitation, your own internet service provider fees.

Renewal of Subscription(s): For Online Subscriptions, each Subscription Term will automatically renew for an additional Subscription Term equal in length to the original Subscription Term. Online Subscriptions can be cancelled directly at <https://www.finvisage.com/>. For Order Form Subscriptions, each Subscription Term will automatically renew for an additional Subscription Term equal in length to the original Subscription Term, unless cancellation is requested in writing (including by email to finvisage@apexft.com) at least thirty (30) days prior to the expiration of the then-current Subscription Term.

Cancellation: You may cancel your subscription at any time; however, you are responsible for advance payment of the entire Subscription Term. Fees are non-refundable based on the Subscription Term purchased and not actual usage. Payment obligations for the Subscription Term to which you subscribe are noncancellable.

Limitation of Liability

- The extent of parties' liability under or in connection with this Agreement (regardless of whether such liability arises in tort, contract or in any other way and whether or not caused by negligence or misrepresentation) shall be as set out in the Limitation of Liability clause mentioned here. Subject to clause **A.** as mentioned below Finvisage's total liability shall not exceed the amount equal to the Subscription Fees paid to Finvisage in the first month immediately preceding the first incident giving rise to the loss,
 - Subject to clause **A.** Finvisage shall not be liable for consequential, indirect or special losses.
 - Subject to clause **A.** Finvisage shall not be liable for any of the following (whether direct or indirect): loss of profit; loss of data; loss of use; loss of production; loss of contract; loss of opportunity; loss of savings, discount or rebate (whether actual or anticipated); harm to reputation or loss of goodwill. Finvisage uses market accepted and proprietary models and third party direct and derived data for its calculations. The data is taken from various market participants and sources. Finvisage does endeavour to reflect market prices, but they are indicative in nature and Finvisage does not take any responsibility for the accuracy of the data and the prices which are derived and calculated from the pricing models. Finvisage does not take any responsibility for any financial losses or other losses (goodwill, reputation etc) which may arise as a result of the data and calculations which are shown on the pricer. The client agrees that the prices and data used by them for any financial decision making, trading or any other activity is done at their own risk.
 - Except as expressly stated in this Agreement, and subject to clause **A.** all warranties and conditions whether express or implied by statute, common law or otherwise are excluded to the extent permitted by law.
- A.** Notwithstanding any other provision of this Agreement, the liability of the parties shall not be limited in any way in respect of (i) death or personal injury caused by negligence; (ii) fraud or fraudulent misrepresentation; (iii) any other losses which cannot be excluded or limited by applicable law;

"AS IS" and "AS AVAILABLE" Disclaimer

The Service is provided to You "AS IS" and "AS AVAILABLE" and with all faults and defects without warranty of any kind. To the maximum extent permitted under applicable law, the Company, on its own behalf and on behalf of its Affiliates and its and their respective licensors and service providers, expressly disclaims all warranties, whether express, implied, statutory or otherwise, with respect to the Service, including all implied warranties of merchantability, fitness for a particular purpose, title and non-infringement, and warranties that may arise out of course of dealing, course of performance, usage or trade practice. Without limitation to the foregoing, the Company provides no warranty or undertaking, and makes no representation of any kind that the Service will meet Your requirements, achieve any intended results, be compatible or work with any other software, applications, systems or services, operate without interruption, meet any performance or reliability standards or be error-free or that any errors or defects can or will be corrected.

Without limiting the foregoing, neither the Company nor any of the company's provider makes any representation or warranty of any kind, express or implied: (i) as to the operation or availability of the Service, or the information, content, and materials or products included thereon; (ii) that the Service will be uninterrupted or error-free; (iii) as to the accuracy, reliability, or currency of any information or content provided through the Service; or (iv) that the Service, its servers, the content, or e-mails sent from or on behalf of the Company are free of viruses, scripts, trojan horses, worms, malware, timebombs or other harmful components.

Some jurisdictions do not allow the exclusion of certain types of warranties or limitations on applicable statutory rights of a consumer, so some or all of the above exclusions and limitations may not apply to You. But in such a case the exclusions and limitations set forth in this section shall be applied to the greatest extent enforceable under applicable law.

Confidentiality

Confidential Information: Confidential Information includes any information that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, including non-public business, product, technology and marketing information ("Confidential Information"). Confidential Information does not include any information that: (i) is or becomes generally available to the public other than as a result of the Receiving Party's breach of this confidentiality section; (ii) is or becomes available to the Receiving Party on a non-confidential basis from a third-party source, provided that such third party is not and was not prohibited from disclosing such Confidential Information; (iii) was in the Receiving Party's possession prior to the Disclosing Party's disclosure hereunder; or (iv) was or is independently developed by the Receiving Party without using any of the Disclosing Party Confidential Information.

From time to time, either party (the "Disclosing Party") may disclose or make available to the other party (the "Receiving Party") non-public, proprietary, and confidential information of the Disclosing Party ("Confidential Information"). Each party agrees that it may use the other party's Confidential Information only in the performance of its rights and obligations under this Agreement and that it shall not disclose the other party's confidential information including all knowhow, trade secrets, financial, commercial, technical, tactical or strategic information of any kind except in accordance with A) and B) below

- A) Each party may disclose the other party's Confidential Information to those of its employees, officers, advisers, agents or representatives who need to know the other party's confidential information in order to perform the disclosing party's rights and obligations under this Agreement provided that the disclosing party shall ensure that each of its employees, officers, advisers, agents or representatives to whom confidential information is disclosed is aware of its confidential nature and complies with this clause as if it were a party.
- B) Each party may disclose any Confidential Information required by law, any court, any governmental, regulatory or supervisory authority (including any regulated investment exchange) or any other authority of competent jurisdiction.

Protection and Use of Confidential Information: The Receiving Party shall: (i) protect and safeguard the confidentiality of the Disclosing Party's Confidential Information with at least the same degree of care as the Receiving Party would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care; (ii) not use the Disclosing Party's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under these Terms; and (iii) not disclose any such Confidential Information to any person or entity, except to the Receiving Party's service providers

or financial/legal advisors who need to know the Confidential Information and are bound to confidentiality obligations at least as restrictive as those in these Terms.

Indemnity

You will hold harmless and indemnify Finvisage and its affiliates, officers, directors, employees, contractors, agents, licensors, and suppliers from and against any claim, suit or action arising from or related to the use of Finvisage products or violation of these Terms, including any liability or expense arising from claims, losses, damages, suits, judgments, litigation costs and attorneys' fees.

Marketing and Publicity Rights

The Client grants Finvisage the right to use the Client's name, logo, and general description of the services provided under this Agreement for marketing, advertising, and promotional purposes. This may include, but is not limited to, mention on Finvisage's website, in case studies, and in other promotional materials. Finvisage agrees not to disclose any confidential or proprietary information of the Client in these materials without prior written consent.

Governing Law and Jurisdiction

This Agreement and any dispute or claim arising out of, or in connection with it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England and Wales.

The parties irrevocably agree that the courts of London shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, this Agreement, its subject matter or formation (including non-contractual disputes or claims).

Disputes Resolution

If You have any concern or dispute about the Service, You agree to first try and resolve the dispute directly by emailing us at finvisage@apexft.com. We shall extend our full cooperation to reasonably resolve the dispute by mutual understanding and goodwill unless otherwise there is a serious dispute that may need to involve an arbitrator and finally courts as mentioned in our Jurisdiction.

For the European Union (EU) Users

If You are a European Union consumer, you will benefit from any mandatory provisions of the law of the country in which you are resident in.

United States Legal Compliance

You represent and warrant that (i) You are not located in a country that is subject to the United States government embargo, or that has been designated by the United States government as a "terrorist supporting" country, and (ii) You are not listed on any United States government list of prohibited or restricted parties.

Severability

Each provision of these Terms is severable and distinct from the others. If any provision of these Terms (or part thereof) is or becomes illegal, invalid or unenforceable under applicable law, but would be legal, valid and enforceable if the clause or some part of it was deleted or modified (or the duration of the relevant clause reduced): the relevant clause (or part thereof) will apply with such deletion or modification as may be required to make it legal, valid and enforceable; and without limiting the foregoing, in such circumstances, the parties will promptly and in good faith seek to negotiate a replacement provision consistent with the original intent of this Agreement as soon as possible.

Waiver

No failure, delay or omission by either party in exercising any right, power or remedy provided by law or under this Agreement shall operate as a waiver of that right, power or remedy, nor shall it preclude or restrict any future exercise of that or any other right or remedy. No single or partial exercise of any right, power or remedy provided by law or under this Agreement shall prevent any future exercise of it or the exercise of any other right, power or remedy.

Force Majeure

Neither party shall have any liability under or be deemed to be in breach for any delays or failures in performance of these Terms which result from any event beyond the reasonable control of that party. The party affected by such an event shall promptly notify the other party in writing when such an event causes a delay or failure in performance and when it ceases to do so. If such an event continues for a continuous period of more than 1 month, either party may terminate this Agreement by written notice to the other party.

No Partnership or Agency

The parties are independent businesses and are not partners, principal and agent or employer and employee and this Agreement does not establish any joint venture, trust, fiduciary or other relationship between them, other than the contractual relationship expressly provided for in it. None of the parties shall have, nor shall represent that they have, any authority to make any commitments on the other party's behalf.

Assignment

You will not assign, subcontract or encumber any right or obligation under these Terms and Conditions, in whole or in part, without Our prior written consent (such consent not to be unreasonably withheld or delayed).

Third-Party Rights

Except as expressly provided for in these Terms, a person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the provisions of this Agreement

Publicity

Unless otherwise specified, We may use Customer's name, logo and marks (including marks on Customer Properties) to identify Customer as Our customer on Our website and other marketing materials.

Information Security

We shall be responsible for taking reasonable and prudent measures to safeguard the security of the Client Data in its possession, including maintaining appropriate firewalls, encryption and anti-virus protection). We shall notify the Client as soon as possible upon discovery of any data security incident impacting the Client Data. Finally We shall not be responsible for any loss or damage to Client Data to the extent that such loss or damage was caused by the Client or a third party (other than a subcontractor or representative of Finvisage).

Data Protection

We comply with the provisions of the General Data Protection Regulations (“GDPR”)((EU) 2016/679) to the extent it applies to us. The parties agree that the Client is the data controller in respect of any personal data that Finvisage processes in the course of providing services for the Client (other than business contact data processed by Finvisage to allow it to manage the Client’s account). To the extent that We process the personal data (as defined in the GDPR) for and on behalf of the Client, the data processing terms as mentioned below hereto shall apply.

Definitions and Interpretation

The following definitions shall apply

Approved Countries	means the United Kingdom; countries in the European Economic Area; countries that the European Union has approved as having an adequate level of data protection;
Business Days	means any day other than a Saturday or Sunday or public holiday in England;
Complaint:	means a complaint or request relating to either party’s obligations under Data Protection Legislation to the extent that it is relevant to this Contract Amendment including, without limitation, any compensation claim from a Data Subject or any notice, investigation or other action from a Supervisory Authority;
Data Controller:	has the same meaning given to that term (or the term “controller”) in the Data Protection Legislation;
Data Processor:	has the same meaning given to that term (or the term “processor”) in the Data Protection Legislation;
Data Protection Legislation	means (i) unless and until the GDPR is no longer directly applicable in the UK, the GDPR and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and (ii) any successor legislation to the GDPR or the Data Protection Act 1998;
Data Subject:	has the meaning given to that term in the Data Protection Legislation;
Data Subject Request:	means a request made by a Data Subject to exercise any rights of the Data Subject under the Data Protection Legislation;
Excluded Data	means the data processed by Apex as a Data Controller;
GDPR:	the General Data Protection Regulation ((EU) 2016/679);
Personal Data:	has the meaning given to that term in the Data Protection Legislation;
Personal Data Breach:	means any breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to any Protected Data;
Personnel	means any person who is directly or indirectly employed or engaged by Apex or its or their subcontractors or agents to perform services under the Agreement;
Protected Data:	means Personal Data received by Apex in the performance of its obligations under the Agreement, but excluding the Excluded Data;
Supervisory Authority:	means any local, national or multinational agency, department, official, parliament, public or statutory person or any government or professional body, regulatory or

	supervisory authority, board or other body responsible for administering Data Protection Legislation;
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Changes to These Terms and Conditions

We reserve the right, at Our sole discretion, to modify or replace these Terms at any time. If a revision is material, We will make reasonable efforts to provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at Our sole discretion.

By continuing to access or use Our Service after those revisions become effective, You agree to be bound by the revised terms. If You do not agree to the new terms, in whole or in part, you can discontinue using the website and the Service.

Contact Us

If you have any questions about these Terms and Conditions, You can contact us:

- By email: privacy@apexft.com
- By visiting this page on our website: <https://www.finvisage.com/contact-finvisage/>