

CASHBACK TERMS AND CONDITIONS

This document, hereinafter referred to as the “Agreement,” delineates the Terms and Conditions under which participants may partake in the ‘Cashback for Registration’ and ‘Cashback for Investment’ programs (collectively referred to as the "Programs"), facilitated by Fintown s.r.o., a company duly incorporated under the laws of the Czech Republic (Company ID :17323657), with its registered office at Prvního pluku 211/5, Karlín, 186 00 Prague, Czechia (hereinafter “Fintown” or the “Company”).

Your participation in the Programs constitutes an irrevocable acceptance of the stipulations contained within this Agreement. It is incumbent upon you to review this Agreement in its entirety prior to engaging in the Programs.

I. DEFINITIONS

1.1 “User” refers to any individual or entity that registers on the Fintown Platform to participate in the Programs.

1.2 “Fintown Platform” means the website or mobile application operated by Fintown, where Users can register and participate in the Programs.

1.3 “Cashback” refers to a monetary reward given to the User upon fulfillment of certain conditions as stated in this Agreement.

1.4 “KYC Process” refers to the Know Your Customer process, which is a mandatory identity verification process for Users.

1.5 “Personal Data” refers to any information relating to an identified or identifiable natural person (‘data subject’); an identifiable natural person is one who can be identified, directly or indirectly.

1.6 "Investment" refers to the allocation of funds by a User through the Fintown Platform for the purpose of earning returns or profit.

1.7 “Agreement” refers to this set of terms and conditions governing participation in the Programs.

1.8 "Participation" refers to a User's active involvement in the Programs by meeting the eligibility criteria and complying with the terms and conditions outlined in this Agreement.

1.9 "Eligibility" refers to the set of criteria that a User must meet in order to qualify for participation in the Programs.

1.10 "Verification" refers to the process by which Fintown confirms the accuracy and validity of the information provided by the User during registration and the KYC Process.

1.11 "Termination" refers to the end of a User's participation in the Programs, either through the User's own decision or by Fintown under the conditions stated in this Agreement.

1.12 "Notice" refers to any formal communication, in writing, from one party to another as specified in this Agreement.

I. CASHBACK FOR REGISTRATION

1.1 Eligibility Criteria: To qualify for participation in the Cashback for Registration program, the participant is required to undergo registration on the Fintown Platform and conclude the Know Your Customer (KYC) protocols in accordance with regulatory standards.

1.2 Cashback Admissibility: Upon successful fulfillment of registration and completion of the KYC procedure, the participant shall attain eligibility for cashback.

1.3 Determination of Cashback: The cashback quantum is contingent on the prevailing policies at the time of registration and is subject to change.

1.4 Cashback Allocation: Cashback shall be accredited to the participant's Fintown account within seven (7) business days, subsequent to the affirmation of the registration and KYC process.

1.5 Alteration or Conclusion: Fintown reserves an unmitigated discretion to amend or conclude the Cashback for Registration program at any time, with or without prior notification.

II. CASHBACK FOR INVESTMENT

2.1 Eligibility Criteria: To qualify for participation in the Cashback for Investment program, the participant is required to undergo registration on the Fintown Platform and successfully complete the Know Your Customer (KYC) protocols.

2.2 Investment Stipulations: Post registration and KYC compliance, the participant is necessitated to undertake an investment through the Fintown Platform, conforming to the prevailing minimum investment mandates.

2.3 Cashback Admissibility: Upon successful execution of an investment, the participant shall attain eligibility for cashback.

2.4 Determination of Cashback: The cashback quantum is contingent on the prevailing policies at the time of the investment and is subject to change.

2.5 Cashback Allocation: Cashback shall be accredited to the participant's Fintown account within seven (7) business days, subsequent to the successful execution of the investment.

2.6 Alteration or Conclusion: Fintown reserves an unmitigated discretion to amend or conclude the Cashback for Investment program at any time, with or without prior notification.

III. RIGHTS AND OBLIGATIONS OF THE USER

3.1 Compliance: The User shall comply with all terms and conditions of this Agreement and must act in accordance with the applicable laws, rules, and regulations.

3.2 Accurate Information: The User is obligated to provide truthful, accurate, and complete information during registration and must maintain the accuracy of such information during the term of this Agreement.

3.3 Prohibited Conduct: The User shall not engage in any illegal, fraudulent, or harmful conduct in relation to the Programs. This includes, but is not limited to, tampering with the operation of the Programs, engaging in deceptive practices, or attempting to undermine the legitimate operation of the Programs.

3.4 Reporting Obligations: The User must promptly notify Fintown of any unauthorized use of their account or any breach of security.

3.5 Limitations on Use: The User may not use the Programs for any purpose other than as expressly provided for in this Agreement. The User may not transfer, sublicense, or assign any rights under this Agreement without the prior written consent of Fintown.

3.6 Right to Withdraw: The User has the right to withdraw from the Programs at any time. However, the withdrawal may be subject to the terms and conditions of this Agreement.

3.7 Right to Information: The User has the right to request information on how their data is used and to request correction or deletion of their data in accordance with applicable data protection laws.

IV. GENERAL PROVISIONS

4.1 Participant Obligations: Participants covenant to abide by all statutes, regulations, and policies of Fintown that are germane to the Programs.

4.2 Inalienability: Cashback conferred under these Programs is inalienable and non-assignable.

4.3 Exclusion: Fintown reserves the right to exclude any participant, at its sole discretion, who is found to have contravened this Agreement or engaged in deceitful or fraudulent activities.

4.4 Liability: Under no circumstances shall Fintown or its affiliates be held liable for any damages, losses, or expenses of any kind arising in connection with or as a result of participation in the Programs.

4.5 Governing Law and Venue: This Agreement is governed by the laws of the Czech Republic. Any disputes arising out of or in relation to this Agreement shall be adjudicated exclusively by the courts of Prague, Czech Republic.

V. LIABILITY

5.1 Liability of Fintown: Fintown shall not be liable for any indirect, incidental, consequential, or special damages arising out of or in connection with this Agreement, including but not limited to damages for loss of profits, use, data or other intangibles. Fintown's total cumulative liability in connection with this Agreement and the Programs shall not exceed the amount of cashback received by the User.

5.2 User's Liability: The User shall be responsible for all actions taken under their account and shall indemnify and hold harmless Fintown, its officers, directors, and employees from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of the User's breach of this Agreement or the User's violation of any law or the rights of a third party.

5.3 Force Majeure: Neither party shall be liable for any failure or delay in performing its obligations under this Agreement to the extent that this failure or delay is the result of any cause or circumstance beyond the reasonable control of that party, including but not limited to acts of God, war, acts of terrorism, earthquake, flood, embargo, riot, sabotage, labor shortage or dispute, governmental act, or failure of the internet.

5.4 Disclaimer: The Programs are provided on an 'as is' and 'as available' basis. Fintown makes no warranties, expressed or implied, and hereby disclaims and negates all other warranties including, without limitation, implied warranties or conditions of merchantability, non-infringement of intellectual property, or other violation of rights."

5.5 Limitation Period: No action, regardless of form, arising out of the transactions under this Agreement, may be brought by either party more than one (1) year after the cause of action has occurred, or was discovered to have occurred, except that an action for infringement of intellectual property rights may be brought within the maximum applicable statutory period.

VI. PERSONAL DATA OF THE USER

6.1 Collection and Use: Fintown shall collect and use the User's personal data only for the purposes necessary for the provision of the Programs and as detailed in Fintown's Privacy Policy.

6.2 Data Protection: Fintown shall take reasonable measures to protect the security and confidentiality of the User's personal data in compliance with applicable data protection laws.

6.3 User's Rights: The User has the right to access, rectify, erase, and restrict the processing of their personal data. The User also has the right to object to the processing and to portability of their data.

6.4 Data Retention: Fintown shall retain the User's personal data only for as long as necessary for the purposes for which the data was collected, or as required by law.

VII. TERMINATION OF THE AGREEMENT

7.1 By the User: The User may terminate this Agreement at any time by discontinuing use of the Programs and notifying Fintown in writing.

7.2 By Fintown: Fintown may terminate this Agreement at its sole discretion at any time, with or without cause, and with or without notice to the User.

7.3 Effects of Termination: Upon termination of this Agreement, the User shall immediately cease all use of the Programs and any cashback not yet credited shall be forfeited. Any obligations or liabilities incurred prior to the termination date shall survive the termination of this Agreement for all purposes.

7.4 Survival: The provisions of this Agreement that by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity, and limitations of liability.

IX. DELIVERY OF NOTICES

9.1 Method of Delivery: All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "Notice") must be in writing and addressed to the parties via email. The email addresses for such communications shall be the email address associated with the User's account for communications to the User, and the designated email address provided by Fintown for communications to Fintown.

9.2 Receipt of Notice: A Notice is effective only upon receipt by the receiving party's email inbox. The User is responsible for ensuring that their email address on record with Fintown is current and functional..

X. AMENDMENTS TO THE USER TERMS

10.1 Amendment Procedure: Fintown reserves the right, at its sole discretion, to change, modify, add or remove portions of these User Terms, at any time. It is the User's responsibility to check these User Terms periodically for changes.

The continued use of the Programs following the posting of changes will mean that the User accepts and agrees to the changes.

10.2 Notification of Amendments: Fintown shall make reasonable efforts to notify the User of any material changes to these User Terms, such as through email notifications or through notices posted on the Fintown Platform.

10.3 Acceptance of Amendments: The User's continued participation in the Programs after any amendment to this Agreement shall signify the User's acceptance thereof.

BY PARTICIPATING IN THE CASHBACK FOR REGISTRATION AND CASHBACK FOR INVESTMENT PROGRAMS, YOU AFFIRM THAT YOU HAVE EXAMINED, COMPREHENDED, AND CONSENTED TO THE TERMS AND CONDITIONS EMBODIED IN THIS AGREEMENT