

Terms and Conditions

Effective Date: 25 December 2025 **Version:** 1.0.1

1. Introduction and Acceptance

These Terms and Conditions ("Terms") constitute a legally binding agreement between Finerty Data Limited ("Finerty," "we," "us," or "our") and the entity or individual ("Customer," "you," or "your") accessing or using our Digital Consent Platform (DCP) platform and related services (the "Services").

By accessing or using our Services, you acknowledge that you have read, understood, and agree to be bound by these Terms. If you are entering into these Terms on behalf of a company or other legal entity, you represent that you have the authority to bind such entity to these Terms.

If you do not agree to these Terms, you must not access or use our Services.

2. Service Description

2.1 Platform Overview

Finerty provides a multi-tenant Software-as-a-Service (SaaS) platform designed for financial advisors and regulated financial services entities operating in Ireland and the United Kingdom. Our Services include:

- **Digital Consent Management:** Digital creation, distribution, and tracking of Letters of Authority, Change of Agency requests, Transfer Requests and other similar instructions requiring authorisation and consent from consumers.
- **Electronic Signatures:** Integration with DocuSign for legally binding digital signatures compliant with eIDAS Regulation (EU) No 910/2014
- **Advisor Management:** Tools for managing advisor portfolios, clients, and policies
- **Client Portal:** Secure access for clients to review and sign Digital Consent documents
- **Document Storage:** Secure storage of signed Digital Consent documents

2.2 Service Availability

We aim to provide 99.5% platform availability, excluding scheduled maintenance windows. Scheduled maintenance will be communicated at least 48 hours in advance via email to registered administrators.

3. Eligibility and Registration

3.1 Eligibility Requirements

To use our Services, you must:

- Be a registered financial advisor or financial services entity authorised by the Central Bank of Ireland, the Financial Conduct Authority (UK), or equivalent regulatory body
- Have the legal capacity to enter into binding contracts
- Provide accurate and complete registration information
- Maintain the security of your account credentials

3.2 Account Registration

Upon registration, you will be assigned a dedicated tenant environment with:

- Unique subdomains for advisors and clients (e.g., yourbrokerage.advisor.finerty.com and yourbrokerage.client.finerty.com)
- Separate authentication options for your advisors and clients
- Isolated data storage compliant with GDPR requirements

3.3 User Types

Our platform supports multiple user roles:

- **Brokerage Administrators:** Full administrative access to manage advisors, settings, and billing
- **Advisors:** Access to manage client profiles, policies, and digital consent workflows
- **Clients:** Limited access to review and sign digital consent documents via email-based OTP authentication

4. Fees and Payment Terms

4.1 Subscription Fees

Our Services are provided on a subscription basis. Fees are determined by:

- Number of active users
- Selected feature tier (Standard, Professional, Enterprise)
- Annual or monthly billing preference

4.2 Payment Terms

- **Annual Subscriptions:** Payment due within 30 days of invoice date
- **Monthly Subscriptions:** Payment due on the first day of each billing period
- **Late Payments:** Interest may be charged at 2% above the European Central Bank base rate for overdue amounts
- **Suspension Rights:** We reserve the right to suspend Services for accounts more than 30 days overdue

4.3 Price Changes

We will provide at least 90 days' written notice of any price increases. Price changes will take effect at the start of the next subscription period following the notice period.

5. Data Ownership and Usage

5.1 Customer Data Ownership

You retain all rights, title, and ownership interest in all data you upload, submit, or transmit through our Services ("Customer Data"), including:

- Client personal information
- Policy details
- Signed Consent Documents
- Advisor and user information

5.2 Platform License

You grant us a limited, non-exclusive license to process Customer Data solely for the purpose of providing the Services. This license includes:

- Storing and securing Customer Data
- Processing data for Digital Consent generation and signature workflows
- Transmitting data to integrated third-party services (e.g., DocuSign)
- Creating anonymised, aggregated analytics (which cannot identify individuals)

5.3 Data Portability

Upon request, we will provide a complete export of your Customer Data in machine-readable format (JSON, CSV, or PDF as appropriate) within 30 days.

6. DocuSign Integration

6.1 Third-Party Service

Our electronic signature functionality is provided through DocuSign, Inc. By using our Services, you also agree to DocuSign's Terms of Service (available at <https://www.docusign.com/legal/terms-of-use>).

6.2 Legal Validity

Electronic signatures executed through our platform are intended to be legally binding under:

- eIDAS Regulation (EU) No 910/2014 (Advanced Electronic Signatures)
- Electronic Commerce Act 2000 (Ireland)
- Electronic Communications Act 2000 (UK)

6.3 Document Retention

Signed Digital Consent documents are:

- Downloaded from DocuSign and stored on our servers within Ireland/UK
- Retained for a minimum of 7 years following signature completion to comply with regulatory requirements
- Available for download by authorised users throughout the retention period

7. Security and Compliance

7.1 Security Measures

We implement industry-standard security measures including:

- **Encryption:** TLS 1.3 for data in transit, AES-256 for data at rest
- **Authentication:** OAuth2/OIDC via Keycloak with support for MFA
- **Access Control:** Role-based access control (RBAC) with principle of least privilege
- **Audit Logging:** Comprehensive logging of all data access and modifications
- **Infrastructure:** Hosted in ISO 27001 certified data centres within the EU/UK

7.2 Compliance Commitments

We are committed to compliance with:

- General Data Protection Regulation (GDPR)
- Irish Data Protection Act 2018
- UK GDPR and Data Protection Act 2018
- ePrivacy Directive
- Central Bank of Ireland Consumer Protection Code (where applicable)

7.3 Security Incidents

In the event of a security incident affecting Customer Data, we will:

- Notify affected customers within 72 hours of becoming aware
- Provide details of the nature and scope of the incident
- Implement remedial measures to prevent recurrence
- Cooperate with any regulatory investigations

8. Intellectual Property

8.1 Platform Ownership

All intellectual property rights in the platform software, user interface, documentation, and related materials remain our exclusive property. This includes:

- Source code and object code

- Algorithms and processes
- User interface designs
- Documentation and training materials
- Trademarks and brand assets

8.2 Customer Content

You retain ownership of all content you create or upload, including custom templates, branding assets, and documentation.

8.3 Feedback

Any feedback, suggestions, or improvements you provide regarding our Services may be used by us without restriction or compensation to you.

9. Prohibited Uses

You agree not to:

- Use the Services for any unlawful purpose or in violation of any applicable laws or regulations
- Attempt to gain unauthorised access to any part of the Services or related systems
- Interfere with or disrupt the integrity or performance of the Services
- Transmit any malware, viruses, or other harmful code
- Use the Services to process data of minors under 18 years of age
- Reverse engineer, decompile, or disassemble any part of the Services
- Resell, sublicense, or redistribute the Services without our written consent
- Exceed reasonable API rate limits or attempt to circumvent usage restrictions

10. Warranties and Disclaimers

10.1 Service Warranty

We warrant that:

- The Services will perform materially in accordance with our documentation
- We will provide the Services with reasonable care and skill
- We have the right to grant the licenses described in these Terms

10.2 Disclaimer

EXCEPT AS EXPRESSLY SET FORTH IN THESE TERMS, THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND. WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

10.3 Third-Party Services

We do not warrant or guarantee the availability, accuracy, or reliability of any third-party services integrated with our platform, including DocuSign, payment processors, or email providers.

11. Limitation of Liability

11.1 Liability Cap

OUR TOTAL AGGREGATE LIABILITY FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THESE TERMS OR THE SERVICES SHALL NOT EXCEED THE GREATER OF:

- The total fees paid by you in the twelve (12) months preceding the claim, or
- Ten Thousand Euros (EUR 10,000)

11.2 Exclusions

WE SHALL NOT BE LIABLE FOR ANY:

- Indirect, incidental, special, consequential, or punitive damages
- Loss of profits, revenue, data, or business opportunities
- Damages arising from your use of third-party services
- Damages resulting from unauthorised access to your account due to your failure to maintain security

11.3 Exceptions

The limitations in this section do not apply to:

- Liability for death or personal injury caused by negligence
- Fraud or fraudulent misrepresentation
- Any liability that cannot be excluded or limited by law

12. Indemnification

12.1 Your Indemnification

You agree to indemnify, defend, and hold harmless Finerty and its officers, directors, employees, and agents from any claims, damages, losses, or expenses (including reasonable legal fees) arising from:

- Your use of the Services in violation of these Terms
- Your violation of any applicable laws or regulations
- Any claim that your Customer Data infringes third-party rights
- Your failure to obtain necessary consents from data subjects

12.2 Our Indemnification

We will indemnify, defend, and hold harmless you from any claims that the Services infringe any third-party intellectual property rights, provided you:

- Promptly notify us of the claim
- Give us sole control of the defence and settlement
- Provide reasonable cooperation and assistance

13. Term and Termination

13.1 Term

These Terms commence on the date you first accept them and continue until terminated by either party.

13.2 Subscription Term

- **Annual Subscriptions:** 12-month initial term, auto-renewing unless cancelled with 30 days' notice
- **Monthly Subscriptions:** Month-to-month, cancellable with 60 days' notice

13.3 Termination for Cause

Either party may terminate immediately upon written notice if the other party:

- Materially breaches these Terms and fails to cure within 30 days of notice
- Becomes insolvent or subject to bankruptcy proceedings
- Ceases to operate in the ordinary course of business

13.4 Effect of Termination

Upon termination:

- Your right to access the Services will cease immediately
- You must pay any outstanding fees within 30 days
- We will retain Customer Data for 90 days to allow data export
- After 90 days, Customer Data will be permanently deleted (except where legal retention required)
- Signed LOA documents will be retained for 7 years as required by law

14. Data Retention and Deletion

14.1 Active Data

During the subscription term, we retain all Customer Data necessary to provide the Services.

14.2 Post-Termination

Following termination:

- **90-Day Grace Period:** Customer Data available for export
- **Deletion:** Customer Data permanently deleted after 90 days
- **Legal Retention:** Signed LOA documents retained for 7 years
- **Backup Data:** Backup copies deleted within 90 days of primary deletion

14.3 Deletion Certificate

Upon request, we will provide written confirmation of data deletion after the retention period expires.

15. Dispute Resolution

15.1 Governing Law

These Terms are governed by:

- **For Irish Customers:** The laws of the Republic of Ireland
- **For UK Customers:** The laws of Britain

15.2 Informal Resolution

Before initiating formal proceedings, we agree to attempt informal resolution through good faith negotiations for a period of 30 days.

15.3 Mediation

If informal resolution fails, either party may initiate mediation through a mutually agreed mediator. Mediation costs will be shared equally.

15.4 Jurisdiction

If mediation is unsuccessful, disputes will be submitted to the exclusive jurisdiction of:

- **For Irish Customers:** The courts of the Republic of Ireland (Dublin)
- **For UK Customers:** The courts of Britain

16. Changes to Terms

16.1 Modifications

We may modify these Terms at any time. Material changes will be communicated:

- By email to registered administrators at least 30 days in advance
- By prominent notice on our platform

16.2 Acceptance of Changes

Your continued use of the Services after the effective date of changes constitutes acceptance. If you disagree with changes, you may terminate your subscription before the changes take effect.

16.3 Version History

Previous versions of these Terms are available upon request.

17. General Provisions

17.1 Entire Agreement

These Terms, together with our Privacy Policy and any Service Level Agreement, constitute the entire agreement between you and Finerty regarding the Services.

17.2 Severability

If any provision of these Terms is found unenforceable, the remaining provisions will continue in full force and effect.

17.3 Waiver

Failure to enforce any provision of these Terms does not constitute a waiver of that provision.

17.4 Assignment

You may not assign these Terms without our prior written consent. We may assign these Terms in connection with a merger, acquisition, or sale of assets.

17.5 Force Majeure

Neither party shall be liable for failure to perform due to causes beyond reasonable control, including natural disasters, war, terrorism, pandemics, or government actions.

17.6 Notices

Notices under these Terms must be in writing and sent to:

- **To Finerty:** contact@finertydata.com
- **To Customer:** The email address on file for your account administrator

18. Contact Information

Finerty Data Limited The CHQ Building North Wall Quay Dublin 1, D01 Y6H7 Ireland

General Enquiries, Support, Legal and Data Protection: contact@finertydata.com

Company Registration: Ireland (Company No. 786572)

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