

1. GENERAL PROVISION

FOR THE PURPOSES OF THESE TERMS OF USE, THE WEBSITE USER IS REFERRED TO AS “YOU / USER”. PLEASE READ THESE TERMS CAREFULLY BEFORE USING THIS SITE. ALSO REFER TO THE DOCUMENT ON THE USE OF COOKIES

For the purposes of these terms, the term “Website” means the site with URL <https://www.finductive.com> owned and operated by Finductive Ltd, a limited liability company registered in Malta with registration number C89272, having its registered office at Office 4/5, Level 3, 36, Vjal il-Helsien, Zebbug and licensed as a Financial Institution by the Malta Financial Services Authority (hereinafter referred to as “Finductive / Us / We”).

The access and use of any of the pages of the Website is subject to the terms and conditions set out below. Use of the Website is considered by Finductive as implied consent to these Terms and you are thus legally bound by these terms and conditions. In the event of a breach of these Terms, Finductive may apply the measures contained herein.

2. COPYRIGHT

Finductive reserves all copyrights to the content on the pages of the Website, including the name, text and display on these pages, site design, their selection and layout, technical sketches, software, graphics, legal documents and other files.

The content of this Website may not be altered, copied, downloaded or otherwise disseminated („disseminated”), as such or as part of other materials, without the prior written consent of Finductive. This does not apply to the dissemination of the content of this site for private (non-commercial) purposes provided that such dissemination is not capable of jeopardizing the copyright of Finductive. Such consent to the dissemination of the content of this Website may be revoked by Finductive at any time.

3. USER BEHAVIOUR

The user undertakes to comply with applicable laws and regulations in Malta and his/her country, to always act in accordance with these regulations, good morals and these Terms, to not harm the good name of Finductive or other users. The user undertakes in particular not to:

- interfere with the security of this Website or to otherwise misuse it;
- interfere with the use of this Website by other users;
- use the Website to send spam or chain messages;
- send virus-containing messages or any malicious or harmful programs to this Website or an e-mail addresses listed on the Website and pertaining to Finductive;
- create fake messages to fake the identity of the sender or try to penetrate the account of other users;
- try to gain access to the site of this Website which is excluded from the use of the public;
- to disseminate any reports or material infringing the laws of Malta on the Website, in particular reports or materials that interfere with the rights and legitimate interests of third parties that are against human dignity, which in their content are discriminatory in terms of religion, belief, race, gender and sexual orientation and which promote illegal activity or violence.

4. USER PRIVACY

Data on the User will be collected and processed in accordance with the Cookie Notice . Finductive will not provide User data („confidential Information“) to a third party except when permitted by law and in accordance to the Cookie Notice. This limitation does not apply to cases where the User explicitly agrees to provide this Confidential Information to third parties.

Data of Account Holders and Applicants of Finductive’s Payment Services will be collected and processed in accordance with the Privacy Policy, the Finductive Corporate Payment Account Terms and Conditions and the Finductive Personal Payment Account Terms and Conditions (hereinafter collectively referred to as the “Finductive TC’s”), as applicable.

Consent to the provision of Confidential Information may be withdrawn in writing by the User / Account Holder / Applicant and the withdrawal has to be delivered to Finductive’s registered address (provided above). The user acknowledges and agrees that if the user withdraws consent to Finductive, Finductive may terminate the provision of the Payment Services.

5. LINKS TO THIRD PARTY WEBSITES

The pages on this Website may contain links to third party websites. Finductive is not responsible for the content of such third-party websites. Finductive accepts no responsibility or liability for the privacy of your Confidential Information on such websites, as these are beyond Finductive’s control. Links to other websites from this Website are for information only and Finductive accepts no responsibility or liability arising from access to, or the material on, any website which is linked from or to this Website. Finductive does not guarantee the accuracy, content, timeliness or completeness of the information accessed to any website.

6. RESTRICTIONS ON WEBSITE CONTENT

Finductive has the right at any time to change the scope or content of the Website or offers contained on the Website or to entrust the operation of the Website to third parties (possibly with such third parties having access to confidential information about the user) or to cease to operate the Website, provided that it notifies the Account Holder of such changes in accordance with the Finductive TC’s.

7. USER SANCTIONS

Finductive may impose sanctions in case the User uses the Website in violation of these Terms and Finductive’s TC’s. Finductive may use any of the following sanctions: user notification, immediate limitation of the use of the Website or prevention of the User’s usage of the Website, reporting to authorities in case of grievous, illegal infringements.

8. EXCLUSION OF LIABILITY

Information posted on the Website is believed to be reliable when posted. Finductive does not represent and/or guarantee that the information will be accurate, complete and current at all times. Finductive does not accept any liability for any loss, damage or liability including, but without limitation, direct or indirect, special or incidental, consequential damages, losses or liabilities in connection with the use of the website or reliance on or use or inability to use the information, materials, products and services on the website, or in connection with any Website failure of performance, error, omission, interruption, defect, delay in operation or transmission, computer virus or line or system failure, even if the User advises Finductive of the possibility of such damages, losses or expenses.

Access to and use of the Website is at the User's own risk and Finductive does not warrant that the use of this Website or any material downloaded from it will not cause damage to any property.

9. CHANGES TO THESE TERMS OF USE

Finductive is entitled to change these Terms at any time. Finductive will notify changes to these Terms on the Website itself. Agreement to such changes will be implied by the continued use of the Website by the User.

10. GOVERNING LAW

Use of this Website shall be governed by the Laws of the Republic of Malta.

11. SUPERVISORY AUTHORITY

Finductive Ltd is licensed by the Malta Financial Services Authority and is operating under its regulation and supervision.