

Terms of Use

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Owner: Jamie Saveall (VP Operations, ESG & Compliance Lead)

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STRATAVOR LTD - TERMS OF USE

Effective Date: 01/10/2025

These Terms of Use ("Terms") govern access to and use of the Stratavor platform and related services (the "Service") provided by Stratavor Ltd, a company incorporated in Ireland ("Stratavor", "we", "our", or "us"). By accessing or using the Service, you ("Customer" or "you") agree to be bound by these Terms.

If you are entering into this Agreement on behalf of a company or other legal entity, you represent that you have authority to bind that entity to these Terms.

1. Scope and Acceptance

- **1.1.** These Terms apply to all access and use of Stratavor's software, analytics tools, and Al driven financial insight services.
- **1.2.** The Customer acknowledges that these Terms do not govern any separate commercial agreements, including pricing, trials, or beta participation, which are addressed in separate contracts.

2. Use of the Service

- **2.1.** Subject to compliance with these Terms, Stratavor grants Customer a limited, non-exclusive, non-transferable right to access and use the Service for internal business purposes only.
- **2.2.** Customer shall not (a) copy, modify, or create derivative works of the Service; (b) reverse engineer, decompile, or disassemble the Service; (c) resell, lease, or sublicense access; or (d) use the Service for unlawful purposes or in violation of data protection laws.
- **2.3.** Customer is responsible for all activity under its account and for maintaining the confidentiality of its credentials.

3. Al-Generated Insights

- **3.1.** The Service may use artificial intelligence ("AI") to generate summaries, contextual narratives, and recommendations based on Customer Data.
- **3.2.** These outputs are generated algorithmically and are provided for informational purposes only. They do not constitute professional financial, legal, tax, or investment advice, and Stratavor accepts no liability for any reliance on Al-generated insights.
- **3.3.** Customer acknowledges that Al-generated outputs may contain inaccuracies or incomplete interpretations and agrees to independently verify any conclusions before making business decisions.

4. Customer Data and Integrations

- **4.1.** Stratavor processes Customer Data in accordance with the Stratavor Data Processing Agreement (DPA).
- **4.2.** The Service may integrate with third-party systems, including Xero, QuickBooks, and other approved subprocessors. Customer authorises Stratavor to access and process data from such integrations solely for providing the Service. Subprocessor register can be found at Stratavor.com/trust
- **4.3.** Stratavor maintains appropriate technical and organisational security measures to protect Customer Data.

5. Intellectual Property

- **5.1.** All intellectual property rights in the Service, including software, documentation, and methodologies, remain exclusively owned by Stratavor and its licensors.
- **5.2.** Except for the limited right of use granted herein, no ownership rights are transferred to the Customer.
- **5.3.** Customer retains ownership of its uploaded data and grants Stratavor a licence to process that data solely for Service delivery and improvement.

6. Confidentiality

- **6.1.** Each party agrees to keep confidential any non-public information disclosed by the other in connection with the Service.
- **6.2.** Confidential information may only be used for purposes of performing this Agreement and may not be disclosed to third parties except as required by law or with prior written consent.

7. Disclaimers and Limitation of Liability

- **7.1.** The Service is provided "as is" and "as available," without warranty of any kind, whether express or implied, including warranties of merchantability, fitness for purpose, or non infringement.
- **7.2.** Stratavor does not warrant that the Service will be uninterrupted, error-free, or suitable for all business needs.
- **7.3.** To the maximum extent permitted by law, Stratavor's total liability under these Terms shall not exceed the total fees paid by the Customer for the Service in the twelve (12) months preceding the claim.
- **7.4.** Stratavor shall not be liable for indirect, incidental, or consequential damages, including loss of profits, data, or goodwill.

8. Termination

- **8.1.** Either party may terminate these Terms for convenience with written notice or for cause if the other party materially breaches these Terms and fails to cure such breach within thirty (30) days.
- **8.2.** Upon termination, Customer access will be disabled, and Stratavor will securely delete or return Customer Data in accordance with the DPA.

9. Compliance and Data Protection

- **9.1.** Both parties agree to comply with all applicable data protection laws, including the General Data Protection Regulation (GDPR) and the Irish Data Protection Act 2018.
- **9.2.** Customer acknowledges Stratavor's role as a data processor and shall ensure that any personal data shared with Stratavor has a lawful basis for processing.

10. Governing Law and Jurisdiction

- **10.1.** These Terms and any dispute arising from or related to them shall be governed by and construed in accordance with the laws of Ireland.
- **10.2.** The parties submit to the exclusive jurisdiction of the courts of Ireland to resolve any disputes arising out of or in connection with these Terms.

11. Amendments

Stratavor may amend these Terms from time to time. Any material changes will be communicated to Customers in advance. Continued use of the Service after the effective date of updated Terms constitutes acceptance.