

Terms of Use

These terms of use (the "**Terms of Use**"), together with our privacy policy (the "**Privacy Policy**"), apply to any use of our website and any data, information, tool and service available on our website <https://www.fynka.com/> (collectively the "**Website**").

You may use the Website only on the condition that you understand and accept the Terms of Use and the Privacy Policy. Any further use of the Website or any part of it means you have read and understood the Terms of Use and the Privacy Policy, and agree to be bound by all parts of the Terms of Use.

1. Application of these Terms of Use

These Terms of Use apply to your use of the Website, or any part thereof. Further provisions outside of these Terms of Use may apply to you. Such further provisions apply in addition to these Terms of Use.

2. User conduct

Users may not misuse the Website and are prohibited from processing via the Website any material:

- that is threatening, defamatory, obscene, indecent, seditious, offensive, pornographic, abusive, liable to incite racial hatred, discriminatory, menacing, scandalous, inflammatory, blasphemous, in breach of confidence, in breach of privacy or which may cause annoyance or inconvenience; or
- for which you have not obtained all necessary licenses and/or approvals; or
- which constitutes or encourages conduct that would be considered a criminal offence, give rise to civil liability, or otherwise be contrary to the law of or infringe the rights of any third party, in any country in the world; or
- which is technically harmful (including, without limitation, computer viruses, logic bombs, Trojan horses, worms, harmful components, corrupted data or other malicious software or harmful data).

3. Liability

The content of this Website has been created with care and diligence, but Burrus Development Group cannot guarantee comprehensiveness and/or accuracy. The Website offers information about Burrus Development Group and the Fynka services that may be changed at any time without prior notice.

All representations and warranties are excluded, including the warranty regarding suitability for a particular purpose.

Neither Burrus Development Group nor any of its affiliates, agents, contractors or licensors shall be liable for any loss, injury or damage (including without limitation any direct, indirect, punitive or consequential loss or damage, any loss of income, profits, goodwill, data, contracts, use of money, or loss or damage arising from or connected in any way to business interruption); whether foreseeable, known or otherwise and even if advised of the possibility of such damages; and whether in tort (including without limitation negligence), contract or otherwise; including without limitation for contingencies beyond its control in procur-

ing, compiling, interpreting, reporting or delivering Data and for conclusions, decisions or actions derived, made or taken based on the use of the Website or any part thereof.

Nothing herein excludes or limits the liability of Burrus Development Group (i) for fraud or gross negligence, (ii) for death or personal injury caused by Burrus Development Group, (iii) or which may not be excluded or limited under applicable law.

You agree to defend, indemnify and hold harmless Burrus Development Group and its affiliates, agents, contractors and licensors and the respective directors, officers, employees, agents and independent contractors from and against all damages, claims and expenses, including reasonable attorneys' fees, arising out of or in connection with your misuse of the Website, i.e. any use of the Website which violates these Terms of Use or any applicable law or regulation.

4. Intellectual Property Rights, Confidential Information and Trade Secrets

You acknowledge and accept that the Website and any part thereof may be protected by copyright or other intellectual property or unfair competition or misappropriation laws and are and shall remain the property of Burrus Development Group and/or its licensors. Such content may only be used in accordance with these Terms of Use, any other agreement between you and Burrus Development Group, as applicable, and with all applicable laws and regulations. Any unauthorised use is strictly prohibited.

All trade names, trademarks, service marks and other product and service names and logos, whether registered or unregistered, on the Website are proprietary to their respective owners and are protected by applicable laws.

The complete or partial reproduction, distribution, modification, linking or use for commercial or public purposes and any type of exploitation outside the limits of copyright law requires the prior written consent of Burrus Development Group. This Website does not grant any license to use the intellectual property of third parties. Any rights not expressly granted in these terms are reserved.

5. Privacy and data protection

In so far as this Website is processing personally identifiable information, the handling of such data is described in more detail in Burrus Development Group's Privacy Policy for its Website.

6. Modifications

We reserve the right to make improvements or changes to these Terms of Use and the content of the Website at any time without prior notice. This page was last modified on 22 September 2025.

7. Severability, No Waiver

If any provision in these Terms of Use is held invalid or unenforceable under applicable law, the remaining provisions will continue in full force and effect. If you believe you have other or additional rights than those stated in these Terms of Use under applicable mandatory law, you should inform us without undue delay for us to provide an alternative remedy to the situation.

Our failure to enforce strict compliance with any of these Terms of Use shall not be construed as a waiver.

8. Applicable Law and Jurisdiction

These Terms of Use are governed and construed in accordance with the substantive laws of Switzerland unless the law of a different country is mandatory.

The place of jurisdiction for any disputes arising out of or in connection with this Website is Geneva unless a different place of jurisdiction is mandatory.

9. Contact us!

If you have any questions or comments about our legal notices or data protection, please contact us at legal@burrusdevelopment.com