

Terms & Conditions

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Welcome to our Website. These Terms and Conditions (Terms of Use or Terms) apply to the MontyFinance™ website located at <https://montyfinance.co.uk>, and all associated sites linked to <https://montyfinance.co.uk> by MontyFinance™. The Website is the property of Monty Finance UK Ltd, registered in Bridge House 181 Queen Victoria Street, London, EC4V4EG, UK with the registration number /13458623/ (hereinafter referred to as “MontyFinance™”; “Our”; “We”, “Us”)

MontyFinance™ is a global technology provider headquartered in the United Kingdoms with international presence in multiple countries. MontyFinance™ offers, in partnership with licensed entities, financial services (hereinafter referred to as “Service” or “Services”).

You wish to use the Services and we are willing to make the Services available to you subject to these Terms.

If you continue to browse and use this website, you are agreeing to comply with and be bound by the following Terms and Conditions, which together with our Privacy Policy govern MontyFinance™ relationship with you in relation to this website.

MontyFinance™ reserves the right, at its sole discretion, to change, modify, add or remove portions of these Terms, at any time. It is your responsibility to check these Terms periodically for changes. Your continued use of the Site following the posting of changes will mean that you accept and agree to the changes made. As long as you comply with these Terms, MontyFinance™ grants you a personal, non-exclusive, non-transferable, revocable license to access and use the Website strictly in accordance with these Terms.

Intellectual Property Rights

We retain all right, title and interest in all of our intellectual property, including but not limited to inventions, discoveries, processes, marks, methods, compositions, formulae, techniques, all of our brand names, graphics, user interface design, text, logos, images information and data (MontyFinance™), whether or not patentable, copyrightable or protectable in trademark, and any trademarks, copyrights or patents based thereon. You shall not use any of the MontyFinance™ Intellectual Property for any reason, except with our express, prior, written consent.

These Terms shall not be understood and interpreted in a way that they would mean assignment of intellectual property rights, unless it is explicitly defined so in these Terms.

You must not use or exploit content from our Website for any commercial and non-private purpose without our prior written consent.

As a condition of your use of the Website you warrant to MontyFinance™ that you will not use the Website for any purpose that is unlawful or prohibited by these Terms. You must not use the Website in any manner that could damage, disable, overburden, or impair the Website or interfere with any other party's use and enjoyment of the Website. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Website.

All content included on the Website and associated products and services, such as, but not limited to, text, graphics, logos, images, source code, as well as the compilation thereof, and any software used on the Website is the property of MontyFinance™ and protected by copyright, trademark and other laws that protect intellectual property and proprietary rights. You agree to observe and abide by all copyright and other proprietary notices, legends or other restrictions contained in any such content and will not make any changes thereto.

You will not copy, duplicate, reproduce, modify, publish, transmit, reverse engineer, participate in the transfer or sale, create derivative works, or in any way exploit any material, in whole or in part, found on our Website or associated products and services.

MontyFinance™ Intellectual Property is not for resale. Your use of the MontyFinance™ Intellectual Property does not entitle you to make any unauthorized use of any MontyFinance™ Intellectual Property, and in particular you will not delete or alter any proprietary rights or attribution notices in any MontyFinance™ Intellectual Property.

Access To Website

Our Website is provided without warranty of any kind, either express or implied. We do not represent that the Website will be available 100% of the time to meet your needs. In case of interruptions we take all reasonable actions to provide you with access to our Website as soon as possible, but there are no guarantees that access will not be interrupted, or that there will be no delays, failures, errors, omissions or loss of transmitted information.

We may suspend the use of the Website for maintenance purposes. MontyFinance™ reserves the right, in its sole discretion, to terminate your access to the Website and its related services or any portion thereof at any time, without notice, in particular due to legal grounds originating in anti-money laundering and KYC regulation and procedures, or any other relevant applicable regulation.

We reserve the right to remove or modify MontyFinance™, and any Service or material we provide on MontyFinance™, in our sole discretion without notice. We will not be accountable if for any reason all or any part of MontyFinance™ is unavailable at any time or for any period. From time to time, we may restrict access to users to some parts of MontyFinance™, to certain Accounts or the whole of MontyFinance™.

MontyFinance™ will not be accountable for any loss or damage if the Website is unavailable or suspended. You are responsible for making all provisions necessary for you to have access to the Website.

In order to access the Website, you must meet the following conditions:

- You are at least 18 years old.
- You have not previously been suspended or removed from using our Website.
- You have full power and authority to enter into this agreement and in doing so will not violate any other agreement to which you are a party.
- You will not use our Services if any applicable laws in your country prohibit you from doing so in accordance with the Terms.
- You guarantee that you will not be using the Website for any illegal activities, including money laundering and the financing of terrorism.
- You did not provide false, inaccurate, or misleading information
- You will not encourage or induce any third party to engage in any of the activities prohibited under this Section.

Subscription

In order to access MontyFinance™ materials, you must subscribe to MontyFinance™ Website.

You hereby agree and confirm that all information provided in connection with subscription is accurate, complete and up-to-date and will always stay that way.

Your credentials must be always kept confidential. For security reasons, reset Your login password regularly.

Communications

By subscribing to our Website, you agree to receive all digital communications, agreements, documents, notices, and disclosure (“Communications”), that MontyFinance™ delivers to you in relation to your subscription and use of the MontyFinance™ Website. You agree that MontyFinance™ may provide these Communications to you by posting them via the Services and by emailing them to you at the email address, you provided on your subscription.

You may revoke your consent to receive digital Communications by sending a withdrawal notice to our support email support@mymonty.com.

Third Party materials

When using our Website, you will see materials provided by third parties, including articles, reviews, comments, insights, analysis, and links to web pages of such parties, including but not limited to blogs, forums, links to other sites, communities and social networks (“Third Party Materials”) We do not control or endorse any Third-Party Materials and shall take no responsibility for Third Party Materials, including content that may be misleading, incomplete, erroneous, offensive, indecent or otherwise objectionable. We do not endorse content of Third Party Material .We are not responsible nor accountable for any loss or damage of any sort sustained as the result of any such dealings, and you understand that your use of Third Party

Materials, and your interactions with third parties that are linked to our Service, is at your own risk.

No Warranties

This Website is provided "as is," with all faults, and MontyFinance™ makes no express or implied representations or warranties, of any kind related to this Website or the materials contained on this Website. Additionally, nothing contained on this Website shall be construed as providing consult or advice to you.

To the fullest extent permitted by applicable laws, we disclaim all representations, warranties, and conditions relating to our Website and its use.

Privacy

MontyFinance™ Privacy Policy applies to the use of this Website, and its terms are made a part of these Terms of Use by this reference. To view MontyFinance™ Privacy Policy, click on <https://mymonty.com/privacy-policy>. Additionally, by using the Website, you acknowledge and agree that Internet transmissions are never completely private or secure.

Limitation Of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, MONTYFINANCE™ SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFITS OR REVENUES, WHETHER INCURRED DIRECTLY OR INDIRECTLY, OR ANY LOSS OF DATA, USE, GOODWILL, OR OTHER INTANGIBLE LOSSES, RESULTING FROM (i) YOUR USE OF THE INABILITY TO USE THE SERVICES; (ii) THE COST OF PROCUREMENT OF SUBSTITUTE SERVICES RESULTING FROM ANY DATA, INFORMATION, CONTENT AND/OR ANY OTHER SERVICES OBTAINED THROUGH OUR WEBSITE; (iii) THE UNAUTHORIZED ACCESS TO, OR ALTERATION OF YOUR REGISTRATION DATA AND/OR VERIFIED PROFILE; AND (iv) ANY OTHER MATTER RELATING TO THE WEBSITE AND/OR THE SERVICES OFFERED ON THE WEBSITE.

THE LIMITATIONS OF THIS SUBSECTION SHALL APPLY TO ANY THEORY OF LIABILITY, WHETHER BASED ON WARRANTY, CONTRACT, STATUTE, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, AND WHETHER OR NOT MONTY FINANCE UK ENTITIES OR ANY OF ITS AFFILIATES, SUBSIDIARIES, OR SISTER COMPANIES HAVE BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGE, AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

Indemnification

You agree to indemnify and hold MontyFinance™, its officers, directors, shareholders, predecessors, successors in interest, employees, agents, subsidiaries and affiliates harmless from any demand, loss, liability, claim or expense (including attorney's fees) made against MontyFinance™ by any third party due to, arising out of or in connection with your use of our website or the Services.

You acknowledge that you will be solely responsible for any legal liability arising out of or relating to the Service (whether transmitted on your own or on any Third Party's behalf).

Subject to any express provision to the contrary in these terms, we will not in any circumstances be liable to you in contract, tort negligence or otherwise for any economic loss (including but not limited to, any loss or profit, business, contracts, revenue, turnover or anticipated savings) or for any indirect or consequential losses, whether or not they were foreseen or foreseeable.

You shall be responsible for explaining and answering to any complaint that we receive from any relevant regulatory body resulting from your use of the Service. We will forward any complaint to you as soon as it is reasonably possible. You must follow the applicable complaint procedures, respond to each complaint within the timeframes specified by the relevant regulatory body and must forward a copy of your response to us immediately. You will be liable for any fines and/or penalties imposed by any regulatory body against you or us or any of our associated companies, due to your contravention of these Terms.

Severability

If any term or other provision of these Terms is found to be unenforceable, illegal or invalid under any applicable law, such unenforceability or invalidity shall not render these Terms unenforceable or invalid as a whole, and such provisions shall be deleted without affecting the remaining provisions herein which shall remain in full force and effect.

Assignment

MontyFinance™ shall be permitted to assign, transfer, and subcontract its rights and/or obligations under these Terms without any notification or consent required. However, you shall not be permitted to assign, transfer, or subcontract any of your rights and/or obligations under these Terms.

Entire Agreement

These Terms, including any legal notices and disclaimers contained on this Website, constitute the entire agreement between MontyFinance™ and you in relation to your use of this Website, and supersede all prior agreements and understandings with respect to the same.

Governing Law, Dispute Resolution

These Terms will be governed by and construed in accordance with the laws of England and Wales.

If you are a consumer, you have a right to file a claim with the consumer protection board of the country in which you reside.

Prior to filing any claim against MontyFinance™, you undertake to file such claim or request directly to MontyFinance™ via e-mail at address support@mymonty.com. You agree that you will not file any claim in earlier than (30) thirty days after sending such claim or request to MontyFinance™ (support@mymonty.com).

All disputes or claims arising out of or in connection with these Terms including disputes relating to its validity, breach, termination or nullity, and any disputes or claims arising out of or in connection with the use of Website shall be finally and exclusively settled in the courts of London

Support

Questions, comments, and concerns regarding these terms are welcomed and should be addressed to: support@mymonty.com