

Terms of Service

Last updated: June 20, 2022

Please read these terms and conditions carefully before using Our Service.

Introduction

The terms of this agreement ("Terms of Service") govern the relationship between you and Snowball Analytics, a French company (SIRET 914 331 640 00013) having its registered office LE FORUM 27 RUE MAURICE FLANDIN 69444 LYON CEDEX 3 (hereinafter "Company" or "Us" or "We") regarding your use of websites, newsletters, social media groups, mobile applications, and products and services of the Company (collectively, the "Service"). By accessing, viewing, using, or registering for any portion of the Services in any way, you agree to be legally bound by this Agreement. If you do not agree to this Agreement in full and without modification, then you may not access, view, use, or register for any portion of the Services.

We may change these Terms of Service at any time. If you continue to use Service after we post changes to these Terms of Use, you are signifying your acceptance of the new terms. You will always have access to our Terms of Service and will be able to check it at any time.

License to use website

Snowball Analytics is owner and creator of snowball-analytics.com website (hereinafter "Website")

Unless otherwise stated, Snowball Analytics and/or its licensors own the intellectual property rights in the website and material on the website. Subject to the license below, all these intellectual property rights are reserved.

We grant you a limited, non-exclusive, non-sublicensable, revocable, non-transferable license to access and use Service on your devices and / or access or use any content that may be available through our Services

You may view, download for caching purposes only, and print pages or other content from the website for your own personal use, subject to the restrictions set out below and elsewhere in these terms and conditions.

You must not:

- sell, rent or sub-license material from the website;
- reproduce, duplicate, copy or otherwise exploit material on this website for a commercial purpose;
- edit or otherwise modify any material on the website; or
- republish material (including republication on another website), redistribute material from this website except for content specifically and expressly made available for redistribution.

You have the right to show any material from the Service in public free of charge as your investing results in social media, personal blog, YouTube videos etc.

Acceptable use

You must not use this Service in any way that causes, or may cause, damage to the website or impairment of the availability or accessibility of the website; or in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

You must not use this website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, trojan, worm, keystroke logger, rootkit or other malicious computer software.

You must not conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to this website without Snowball Analytics express written consent.

You must not use this website to transmit or send unsolicited commercial communications.

You must not use this website for any purposes related to marketing without Snowball Analytics express written consent.

Disclaimer

Snowball Analytics is not a registered investment advisor or broker/dealer. All information provided in this article and on the Snowball Analytics Website or Service is provided for informational purposes only. Any opinions, chats, messages, news, research, analyses, prices, or other information contained on this Website are provided as general market information for educational

and entertainment purposes only, and do not constitute investment advice. All opinions provided on this Website are based upon sources believed to be accurate and are written in good faith, but no warranty, representation, or guarantee, whether expressed or implied, is made as to the accuracy of the information contained herein. The Website should not be relied upon as a substitute for extensive independent market research before making your actual trading decisions. Past performance is not an indicator of future performance.

Your Account

When using our Services requires an account, you agree to provide us with complete and accurate information and to keep the information current so that we can communicate with you about your account. We may need to send you emails about notable updates (like changes to our Terms of Service or Privacy Policy), or to let you know about legal inquiries or complaints we receive about the ways you use our Services so you can make informed choices in response. We may limit your access to our Services until we're able to verify your account information, like your email address. When you create an account, we consider that to be an inquiry about our products and services, which means that we may also contact you to share more details about what we have to offer (i.e., marketing). If you aren't interested, you can opt out of the marketing communications, whether it's an email, phone call, or text message. You're solely responsible and liable for all activity under your account. You're also fully responsible for maintaining the security of your account (which includes keeping your password secure). We're not liable for any acts or omissions by you, including any damages of any kind incurred as a result of your acts or omissions. Don't share or misuse your access credentials. And notify us immediately of any unauthorized uses of your account, store, or website, or of any other breach of security. If we believe your account has been compromised, we may suspend or disable it. If you'd like to learn about how we handle the data you provide us, please see our Privacy Policy.

Minimum Age Requirements

Our Services are not directed to children. You're not allowed to access or use our Services if you're under the age of 13 (or 16 in Europe). If you register as a user or otherwise use our Services, you represent that you're at least 13 (or 16 in Europe). You may use our Services only if you can legally form a binding contract with us. In other words, if you're under 18 years of age (or the legal age of majority where you live), you can only use our Services under the supervision of a parent or legal guardian who agrees to the Agreement.

Fees, Payment, and Renewal

Full access for our Service offered for a fee ("Paid subscription"). By using a Service with Paid subscription, you agree to pay the specified fees. There may be one-time fees and recurring fees. For recurring fees, we'll bill or charge you in the automatically-renewing interval (such as monthly or annually) you select, on a pre-pay basis until you cancel, which you can do at any time in settings of your account or by contacting the relevant support team. **Taxes.** To the extent permitted by law, or unless explicitly stated otherwise, all fees do not include applicable federal, provincial, state, local or other governmental sales, value-added, goods and services, harmonized or other taxes, fees, or charges ("Taxes"). You're responsible for paying all applicable Taxes relating to your use of our Service, your payments, or your purchases. If we're obligated to pay or collect Taxes on the fees you've paid or will pay, you're responsible for those Taxes, and we may collect payment. **Payment.** If your payment fails, Paid subscription are otherwise not paid for or paid for on time (for example, if you contact your bank or credit card company to decline or reverse the charge of fees for Paid subscription), or we suspect a payment is fraudulent, we may immediately cancel or revoke your access to Paid subscription without notice to you. **Automatic Renewal.** To ensure uninterrupted service, recurring Paid subscription is automatically renewed. This means that unless you cancel a Paid subscription before the end of the applicable subscription period, it will automatically renew, and you authorize us to use any payment mechanism we have on record for you, like credit cards or PayPal, to collect the then-applicable subscription fee as well as any Taxes. By default, your Paid subscription will be renewed for the same interval as your original subscription period, so for example, if you purchase a one-year subscription, you'll be charged each year for access for another 12-month period. We may charge your account up to one month before the end of the subscription period to make sure billing issues don't inadvertently disrupt your access to our Service. The date for the automatic renewal is based on the date of the original purchase and cannot be changed. You can view your renewal date(s) and manage subscriptions for Paid subscription by visiting your Subscription settings page in your user profile. You'll need to check your email (including in spam or other filters) for any reminder emails we might send you before your Paid subscription renew. **Cancelling Automatic Renewal.** You can manage and cancel your Paid subscription at the Subscription settings page in your user profile. To cancel a Paid subscription, go to your Subscription settings page, click on the plan you want to cancel, then follow the instructions to cancel the subscription or turn off auto-renew. If auto-renew is successfully turned off, you'll see the date on which your subscription expires. **Fees and Changes.** We may change our

fees at any time in accordance with these Terms and requirements under applicable law. This means that we may change our fees going forward, start charging fees for Service that were previously free, or remove or update features or functionality that were previously included in the fees. If you don't agree with the changes, you must cancel your Paid subscription. **Refunds.** We may have a refund policy for some of our Paid subscription, and we'll also provide refunds if required by law. In all other cases, there are no refunds and all payments are final.

Feedback

We love hearing from you and are always looking to improve our Services. When you share comments, ideas, or feedback with us, you agree that we're free to use them without any restriction or compensation to you.

General Representation and Warranty

We encourage you to express yourself freely, subject to a few requirements. In particular, you represent and warrant that your use of our Services:

- Will be in strict accordance with the Agreement;
- Will comply with all applicable laws and regulations (including, without limitation, all applicable laws regarding online conduct and acceptable content, privacy, data protection, the transmission of technical data exported from the United States or the country in which you reside, the use or provision of financial services, notification and consumer protection, unfair competition, and false advertising);
- Will not be for any unlawful purposes, to publish illegal content, or in furtherance of illegal activities;
- Will not infringe or misappropriate the intellectual property rights of Snowball Analytics or any third party;
- Will not overburden or interfere with our systems or impose an unreasonable or disproportionately large load on our infrastructure, as determined by us in our sole discretion;
- Will not disclose the personal information of others;
- Will not be used to send spam or bulk unsolicited messages;
- Will not interfere with, disrupt, or attack any service or network;
- Will not be used to create, distribute, or enable material that is, facilitates, or operates in conjunction with, malware, spyware, adware, or other malicious programs or code;
- Will not involve reverse engineering, decompiling, disassembling, deciphering, or otherwise attempting to derive the source code for the Service or any related technology that is not open source;

- Will not involve renting, leasing, loaning, selling, or reselling the Service or related data without our consent.

This website is provided “as is” without any representations or warranties, express or implied. Snowball Analytics makes no representations or warranties in relation to this website or the information and materials provided on this website.

Snowball Analytics shall make commercially reasonable efforts to make the Service always available and shall restore the Service as soon as reasonably possible in the event of any interruption.

Without prejudice to the generality of the foregoing paragraph, Snowball Analytics does not warrant that:

- this website will be constantly available, or available at all;
- the information on this website is complete, true, accurate or non-misleading.

Nothing on this website constitutes or is meant to constitute, advice of any kind. If you require advice in relation to any legal or financial matter you should consult an appropriate professional.

Limitations of liability

Snowball Analytics will not be liable to you (whether under the law of contract, the law of torts or otherwise) in relation to the contents of, or use of, or otherwise in connection with, this website:

- to the extent that the website is provided free-of-charge, for any direct loss;
- for any indirect, special or consequential loss;
- for any business losses, loss of revenue, income, profits or anticipated savings, loss of contracts or business relationships, loss of reputation or goodwill, or loss or corruption of information or data.

These limitations of liability apply even if Snowball Analytics has been expressly advised of the potential loss. Notwithstanding and without limiting any provision of these terms and conditions, any claim against Snowball Analytics must be served within one year following the date on which the cause of action accrued.

Exceptions

Nothing in this website disclaimer will exclude or limit any warranty implied by law that it would be unlawful to exclude or limit, and nothing in this website disclaimer will exclude or limit Snowball Analytics liability in respect of any:

- death or personal injury caused by Snowball Analytics negligence;
- fraud or fraudulent misrepresentation on the part of Snowball Analytics;
- matter which it would be illegal or unlawful for Snowball Analytics to exclude or limit, or to attempt or purport to exclude or limit, its liability.

Breaches of these terms and conditions

Without prejudice to Snowball Analytics other rights under these terms and conditions, if you breach these terms and conditions in any way, Snowball Analytics may take such action as Snowball Analytics deems appropriate to deal with the breach, including suspending your access to the website, prohibiting you from accessing the website, blocking computers using your IP address from accessing the website, contacting your internet service provider to request that they block your access to the website and/or bringing court proceedings against you.

Severability

If a provision of these terms and conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

Jurisdiction and Applicable Law.

This Agreement, and any dispute or claim arising out of or in connection with it or its subject matter or formation shall be governed by, and construed in accordance with, the law of France. The parties irrevocably agree that the courts in Paris, France shall have exclusive jurisdiction to settle any dispute or claim that arises out of, or in connection with, the Agreement, its interpretation, its validity, its enforcement or its formation.