



TERMS OF SERVICE & PRIVACY POLICY

This document applies to the use of both Utluna Solutions Ltd. branded products and services, and to the SaaS solution operated under the brand IBviz, both of which are managed by Utluna Solutions Ltd., Switzerland (CHE-316519433).

- AUGUST 2025 -



TERMS OF SERVICE AND SUBSCRIPTION AGREEMENT

1. INTRODUCTION AND SCOPE

By accessing or using any services, applications, or websites managed by Utluna Solutions Ltd., including those branded as Ibviz, you agree to be bound by this Terms of Service & Privacy Policy. If you do not agree, you may not use these services.

2. DEFINITIONS

- **“Agreement”**: This most recent version of these Terms, as published on our website.
- **“Company”/“We”/“Us”/“Our”**: Utluna Solutions Ltd., incorporated and registered in Switzerland (CHE-316519433), acting as the service provider and data controller.
- **“User”/“You”/“Your”**: The individual or entity accessing or using our Services.
- **“Services”**: All products, websites, mobile/web applications, analytics, aggregation, and reporting services made available under both "Utluna" and "IBviz" brands.
- **“Subscription”**: The arrangement for paid access to premium features, whether through Utluna or IBviz.
- **“Subscription Fee”**: The periodic payment required for premium service access, excluding applicable taxes and banking charges.
- **“Personal Data”**: Any information relating to an identified or identifiable person.
- **“User Credentials”**: Authentication methods like username, password, and authentication key.
- **“Designated Partner”**: Entities authorized by Utluna Solutions Ltd. to distribute Services.

3. ACCEPTANCE OF TERMS

By accessing or using Services, you confirm that you have read, understood, and accepted these Terms and our Privacy Policy. If you use Services for an organization, you confirm you are authorized to bind the entity.

4. SERVICE DESCRIPTION

We provide Services including portfolio aggregation, visualization, and reporting, based on information that you provide to us, or otherwise authorize us to have access to. We do not offer investment advice.

5. REGISTRATION, SUBSCRIPTION AND FEE

- Basic features may be free. Premium features require payment and a Subscription.
- Subscription Fee are billed in advance on a recurring basis.
- You authorize us to process payments using your selected payment method.
- Ad-hoc fees and applicable taxes are your responsibility.

6. MODIFICATION, TERM, TERMINATION AND SUSPENSION

- Terms and fees may be updated. Continued use after updates constitutes acceptance.
- Subscriptions automatically renew unless cancelled before the end of the period.
- You may cancel anytime via written message or via your account; no partial refunds.
- We may suspend or terminate your account for breach, misuse, or as required by law.
- If services are suspended or discontinued for over fourteen (14) days, a proportionate refund will be offered for prepaid unused periods.

7. USER OBLIGATIONS

- Secure your User Credentials and prevent unauthorized access.
- Services must be used for lawful purposes only.
- You may not copy, reverse engineer, reproduce, or redistribute Services or content.
- Do not upload unlawful, harmful, or infringing content.
- Promptly notify us of any unauthorized use or breach.

8. SERVICE LIMITATIONS

- Services are for your personal use, or your authorized organization's use.
- Sublicensing, selling, or sharing services with third parties without our consent is prohibited.
- No investment advice is given; use content and analysis at your own risk.

9. INTELLECTUAL PROPERTY

- All content, software, designs, trademarks, and data are owned by Utluna Solutions Ltd. or its licensors.
- You receive a limited, non-exclusive license to use our Services as intended.
- Reproduction without consent is forbidden.

10. DATA OWNERSHIP AND USE

- Personal Financial Data provided by you remains your property.
- By using Services, you grant us a license to use, process, store, and back up data as necessary for the Service's operation.
- Post-termination, data will be deleted within a reasonable period, subject to legal obligations.

11. INDEMNITY

You agree to indemnify us for losses, costs, or damages arising from your breach of this Agreement or violation of law.

12. DISCLAIMER OF WARRANTIES

Our Services are provided on an “as is” and “as available” basis. No warranty, express or implied, is given regarding accuracy, reliability, or uninterrupted availability.

Whilst we will use reasonable commercial efforts to ensure that all information from your Personal Financial Data is accurately captured, extracted and/or entered into our system, we do not warrant that this process or that any reports and/or analysis generated by Utluna will be error free. You are responsible for reviewing and verifying all such reports and/or analysis and promptly informing us of any errors noted. Subject to that, we will take steps to investigate and rectify any confirmed errors as soon as reasonably practicable following receipt of your notification.

13. LIMITATION OF LIABILITY

To the extent permitted by Swiss law, our liability is limited to the total Subscription Fees paid by you during the three months preceding the event giving rise to the claim. We are not liable for indirect, incidental, consequential, or punitive damages.

14. THIRD PARTY SERVICES

We are not responsible for any third-party content, services, or links included in the Services. Use of such services is at your own risk.

15. DATA PROTECTION AND SECURITY

We comply with the Swiss Federal Act on Data Protection, GDPR, and other applicable data protection laws. Industry-standard safeguards (encryption, firewalls, access control) are implemented.

16. FORCE MAJEURE AND DELAYS

Neither party is liable for any delay or failure to perform obligations under these Terms due to causes beyond reasonable control, except payment obligations. If the event continues for more than fourteen (14) days, either party may terminate this Agreement by written notice.

17. NOTICE, ASSIGNMENT AND WAIVER

- Notices must be sent in writing via email, user account, or through our website.
- Assignment of rights requires our written consent.
- No waiver of rights is valid unless made in writing.

18. SEVERABILITY

If any provision is invalid or unenforceable, it will be replaced with an enforceable provision closest in meaning. Remaining provisions remain effective.

19. GOVERNING LAW & JURISDICTION

This Agreement is governed by Swiss substantive law. Disputes shall be subject to the exclusive jurisdiction of the competent courts in Sion, Switzerland. Utluna Solutions Ltd. reserves the right to seek injunctive relief and to enforce intellectual property rights globally.

Utluna Solutions Ltd.

UTLUNA PRIVACY POLICY

1. INTRODUCTION

This privacy policy covers all Services branded as Utluna and IBvÍZ, and applies to all users of either brand. This Privacy Policy explains how we collect, use, protect, and disclose your data. Our practices comply with Swiss law and applicable international regulations, including the GDPR.

2. DEFINITIONS

See Terms of Service for key definitions.

- **Personal Data:** Information related to you as a natural person.
- **PII:** Personally Identifiable Information such as your name, address, email, etc.
- **Usage Data:** Aggregated, non-personal data related to service use.

3. ANONYMOUS USER POLICY

- We do not require PII for service use unless necessary for communication, support, or legal compliance.
- We encourage use of anonymous sign-up, and recommend removing PII from materials submitted.
- Communication can be via anonymous email, via our chat service or via our ticketing service.

4. DATA COLLECTION, USE AND LEGAL GROUND

- **Personal Financial Data:** Collected to deliver agreed Services; kept confidential and not shared except for essential, trusted service providers or as required by law.
- **Usage Data:** Used for aggregate analytics, service improvement, research, and may be shared in anonymized form.
- **PII (if provided):** Strictly limited to administrative/communication purpose, or as required by law or regulator.

Legal grounds for data processing may include: your consent, contractual necessity, compliance with legal obligations, and legitimate interests.

5. DATA SHARING, TRANSFERS AND DISCLOSURE

Data is shared only with essential third-party providers (hosting, payment, analytics) under a need-to-know, confidentiality basis. Cross-border data transfers (outside Switzerland/EEA/UK) are subject to legal safeguards, e.g. GDPR, adequacy decisions, contractual clauses.

6. DATA SUBJECT RIGHTS

- Access your data
- Correct or update inaccuracies
- Delete data (subject to legal retention)
- Object/restrict processing
- Withdraw consent (where applicable)
- Receive data in portable format (GDPR right to data portability)

Requests may be sent to support@utluna.com or support@ibviz.com.

7. DATA RETENTION

Personal Data is retained as long as your account is active, or as needed to comply with laws, resolve disputes, and enforce agreements. Upon termination, data will be deleted or anonymized within a reasonable time unless further retention is required.

8. COOKIES AND TRACKING TECHNOLOGIES

We use cookies and tools (e.g., Google Analytics, Hotjar, Intercom, Freshworks) for analytics, user experience optimization, and performance. Cookies collect non-PII, such as IP address, browser, device, and usage patterns. You can manage cookie preferences through browser settings.

9. DATA SETTINGS

SSL encryption, firewalls, secure data storage, and strong access controls are implemented. Staff access to data is restricted and monitored. Despite best efforts, absolute security cannot be guaranteed; users should also protect their own credentials and devices.

10. SUPERVISORY AUTHORITY & CONTACT

We are supervised by the Federal Data Protection and Information Commissioner (FDPIC), Switzerland.

For concerns or data requests, contact support@utluna.com or support@ibviz.com.

11. CHILDREN'S PRIVACY

Our Services are not intended for use by individuals under 16 years. We do not knowingly collect data from children under this age. If such data is identified, it will be deleted promptly.

12. CHANGES TO THIS POLICY

Updates may occur; the latest version will always be available on our website. Significant changes affecting rights will be notified to users.

13. INTERNATIONAL USERS

Where required by law, data processing and data transfers comply with applicable cross-border requirements, e.g. GDPR, UK DPA.

14. DISPUTE RESOLUTION AND JURISDICTION

Data privacy disputes are subject to Swiss law and the exclusive jurisdiction of Swiss courts unless otherwise required by applicable law.

Utluna Solutions Ltd.