LEGAL NOTICE

1. Website operator and definitions

AVAFIN HOLDING, SP. Z O.O., with Reg. Number: 0001263740, ul. Bukowińska 21, 02-703 Warszawa, Poland, ("AvaFin" or "us"), with email address info@avafin.com, is the owner of the web domain https://avafin.com/.

In this Legal Notice:

Linked Sites means hyperlinks, directories, or search tools that enable Users through this Portal to access other websites, including other AvaFin Group websites.

Product or Service means any type of financial product and/or service offered by AvaFin Group's lending companies through the following websites: https://www.avafin.com.pl/; https://www.avafin.mx/; https://www.avafin.lv/; https://www.avafin.es/; and https://www.avafin.cz/.
Terms means the terms and conditions of the Legal Notice.

User means any natural or legal person who accesses and directly or indirectly uses the Website.
Website/Portal means pages hosted under the domain https://avafin.com/.

2. General information

This website has been developed and is operated by AvaFin to offer information to both clients and the general public about our financial Products and Services, investor matters and financial statements, governance, public relations activities, recruitment, and to respond to inquiries or questions related to the AvaFin Group. Access to financial Products and Services is exclusively available through the official websites of AvaFin Group's lending companies. By accessing the Website, the User warrants that all information provided to AvaFin is true and accurate and that the User has full power and authority to agree to the current Terms.

Access to this Portal is voluntary and free of charge. By accessing, browsing and using https://avafin.com/, the visitor accepts these Terms. Users who do not agree must refrain from accessing or using the Website. Any specific terms and conditions found within the Website shall prevail over these Terms.

To access and view the Website, the User must be at least 18 years old. A User who permits children to access the Portal is responsible for supervising such access and determining appropriate content.

The User's browser may display a cached copy that does not reflect the most recent version. Users are advised to refresh the Website. If any provision is unenforceable, it shall be replaced by a valid provision that most closely matches its original intent, without affecting the remaining provisions.

AvaFin reserves the right to modify, add or delete these terms at any time for legal, technical, content or layout reasons. Publication on the Website is sufficient notice. Continued use after publication constitutes acceptance of the updated terms.

3. Disclaimer

AVAFIN MAKES NO EXPRESS OR IMPLIED WARRANTIES OF ANY KIND, INCLUDING WARRANTIES OF TITLE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE WEBSITE CONTENT AND FEATURES. INFORMATION IS PROVIDED ON AN "AS IS, AS AVAILABLE" BASIS. AVAFIN DOES NOT WARRANT THAT SERVICES WILL MEET USER REQUIREMENTS OR BE UNINTERRUPTED OR ERROR-FREE.

AvaFin aims to keep information timely and accurate and to correct reported errors. However, it accepts no responsibility or liability for information on the Website. The information is general, may not be comprehensive, complete, accurate or up to date, may link to external sites outside AvaFin's control, and does not constitute professional or legal advice.

AvaFin also aims to minimise disruption caused by technical errors but cannot guarantee that files, formats or services will be error-free or uninterrupted. This disclaimer does not limit liability contrary to applicable national law or exclude liability that may not legally be excluded.

4. Terms of use of the Website

Users are solely responsible for their conduct when accessing and navigating information on this Website. Users agree not to use content made available by AvaFin for activities that are unlawful, immoral or contrary to public order.

Users must comply with applicable laws, ethical codes and rules governing use of the Website. Prohibited activities include transmitting content that violates fundamental rights or public freedoms; inducing or promoting criminal, defamatory, violent, inappropriate or unlawful acts; promoting discrimination based on race, sex, religion, opinion, nationality, disability or other personal or social characteristics; disseminating illegal messages; posting false, inaccurate or misleading advertising or content protected by third-party intellectual or industrial property rights without authorization; and violating third-party trade secrets.

The User must not use the Website in breach of these Terms or applicable laws, cause damage or disruption, introduce viruses or harmful elements, alter or tamper with data or documents, attempt unauthorized access through hacking or password mining, or collect personal information relating to others.

Users are liable for damages or losses incurred by AvaFin due to non-compliance. AvaFin may update, modify, remove or restrict content and deny access to Users who misuse content or breach the Terms, without compensation or reimbursement.

5. Hypertext linking to and from this Website

The Website may include Linked Sites. AvaFin acts solely as a service provider facilitating access and is not liable for content stored on Linked Sites, as its role is technical, automatic and passive and it has neither knowledge of nor control over transmitted or stored information.

Users may notify AvaFin if a Linked Site contains unlawful or inappropriate content, but notification does not oblige AvaFin to remove a link. AvaFin does not control Linked Sites and assumes no responsibility for damage arising from their quality, unavailability, errors, illegality, statements or services.

The presence of Linked Sites does not imply agreements, endorsement, promotion or association. Users visit them at their own risk and should take precautions against viruses or harmful elements. Users may not introduce links to this Website without AvaFin's prior express consent and must comply with the authorization and this Legal Notice.

6. Intellectual property

All trademarks, logos, website addresses, Product or Service names, model names and derivations describing AvaFin or AvaFin Group affiliates, or containing the word "AvaFin", are trademarks and/or property of AvaFin or AvaFin Group affiliates.

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A User who believes their intellectual or industrial property rights have been violated must notify AvaFin as soon as possible.

7. Privacy and Cookie Policy

The Legal Notice applies to use of the Website. By accessing and browsing, the User acknowledges and agrees that AvaFin, as data controller, may process personal data collected through interaction with the Website or voluntarily provided by the User. Processing is carried out in compliance with the Privacy Policy and Cookie Policy and for the purposes specified there. Users are encouraged to review those policies to understand the data collected, processing purposes, data-subject rights and procedures for exercising them.

8. Applicable law and jurisdiction

This Legal Notice shall in all cases be interpreted in accordance with Polish law.

Conflicts or discrepancies concerning interpretation or application of this Legal Notice, or operation and/or use of the Website, shall be submitted to courts designated by applicable jurisdiction rules. For end consumers, courts where the consumer has habitual residence shall have jurisdiction. Consumers based in the EU, Norway, Iceland or Liechtenstein may use the EU Online Dispute Resolution platform to submit a complaint.

Legal entities and non-consumer professionals expressly agree that disputes shall be submitted to the courts of Warsaw, Poland, waiving any other jurisdiction.

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