

GEFI LEGALS

The Terms and Conditions were last updated on June 24, 2025

1. Introduction

These Terms and Conditions apply to this website and you as user of this website, whether formally registered as user or not.

If you become a member of the Association "Global Enforcement in the Financial Industry and Capital Markets (GEFI), which owns and operates this website, the rules of GEFI's charter will apply in addition to these Terms and Conditions.

2. Binding

By registering as a user with accessing or otherwise using this website, you hereby agree to be bound by these Terms and Conditions set forth below. The mere use of this website implies the knowledge and acceptance of these Terms and Conditions. In some particular cases, we may also ask you to explicitly agree.

3. Electronic communication

By using this website or communicating with us by electronic means, you agree and acknowledge that we may communicate with you electronically on our website or by sending an email to you, and you agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement, including but not limited to the requirement that such communications should be in writing.

4. Intellectual property

We or our licensors own and control all of the copyright and other intellectual property rights in the website and the data, information, and other resources displayed by or accessible within the website.

Unless specific content dictates otherwise, you are not granted a license or any other right under Copyright, Trademark, Patent, or other Intellectual Property Rights. This means that you will not monetize, sell, market, or commercialize any resources on this website in any form, without our prior written permission, except and only insofar as otherwise stipulated in regulations of mandatory law (such as the right to quote).

5. Third-party property

Our website includes hyperlinks or other references to other party's websites. We do not necessarily monitor or review the content of these websites. Products or services offered by these websites shall be subject to the applicable Terms and Conditions of those third parties. Opinions expressed or material appearing on those websites are not necessarily shared or endorsed by us.

We are not responsible for any privacy practices or content of these sites. You bear all risks associated with the use of these websites and any related third-party services. We will not accept any responsibility for any loss or damage in whatever manner, however caused, resulting from your disclosure of personal information to third parties.

6. Responsible use

By visiting our website, you agree to use it only for the purposes intended and as permitted by these Terms and Conditions, any additional contracts with us, and applicable laws, regulations, and generally accepted online practices and industry guidelines.

You must not use our website or services to use, publish or distribute any material which consists of (or is linked to) malicious computer software.

Engaging in any activity that causes, or may cause, damage to the website or that interferes with the performance, availability, or accessibility of the website is strictly prohibited.

7. Registration

You may register for a user or member account with our website. During this process, you will be required to choose a password. You are responsible for maintaining the confidentiality of passwords and account information and agree not to share your passwords, account information, or secured access to our website or services with any other person.

You must not allow any other person to use your account to access the website because you are responsible for all activities that occur through the use of your passwords or accounts. You must notify us immediately if you become aware of any disclosure of your password.

After account termination, you will not attempt to register a new account without our permission.

8. Content posted by you

At some stage, we may provide various open communication tools on our website, such as blog comments, blog posts, forums, message boards, ratings and reviews, and various social media services.

It might not be feasible for us to screen or monitor all content that you or others may share or submit on or through our website. However, we reserve the right to review the content and to monitor all use of and activity on our website, and remove or reject any content in our sole discretion.

By posting information or otherwise using any open communication tools as mentioned, you agree that your content will comply with these Terms and Conditions and must not be illegal or unlawful or infringe any person's legal rights.

9. Submission of contributions

If you send us a contribution to publish on our website, you

- accept our right to decline any submission at our sole discretion without being obliged to provide reasons;
- grant us a non-exclusive, but worldwide, irrevocable, royalty-free license to use, reproduce, store, publish, and distribute your content in any existing or future media.

10. Termination of use

We may, in our sole discretion, at any time modify or discontinue access to, temporarily or permanently, the website or any Service thereon. You agree that we will not be liable to you or any third party for any such modification, suspension or discontinuance of your access to, or use of, the website or any content that you may have shared on the website.

You will not be entitled to any compensation or other payment, even if certain features, settings, and/or any Content you have contributed or have come to rely on, are permanently lost. You must not circumvent or bypass, or attempt to circumvent or bypass, any access restriction measures on our website.

11. Disclaimer

This website and all content on the website are provided on an "as is" and "as available" basis and may include inaccuracies or typographical errors. We do our best to accurately capture the data published on this website from the original sources and to supplement it with our own analyses. However, these analyses of the original data require discretionary decisions, as the source data may be incorrect, incomplete, or ambiguous. Furthermore, errors on the part of the original publishers cannot be ruled out.

We expressly disclaim all warranties of any kind, whether express or implied, as to the availability, accuracy, or completeness of the Content. We make no warranty that this

website or our content will meet your requirements and that it will be available on an uninterrupted, timely, secure, or error-free basis.

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

In no event will we be liable for any direct or indirect damages (including any damages for loss of profits or revenue, loss or corruption of data, software or database, or loss of or harm to property or data) incurred by you or any third party, arising from your access to, or use of, our website, even if, despite our best efforts, the data we publish should contain errors.

13. Privacy

To access our website and/or services, you may be required to provide certain information about yourself as part of the registration process. You agree that any information you provide will always be accurate, correct, and up to date.

We have developed a policy to address any privacy concerns you may have. For more information, please see our Privacy Statement and our Cookie Policy.

12. Accessibility

We are committed to making the content we provide accessible to individuals with disabilities. If you have a disability and are unable to access any portion of our website due to your disability, we ask you to give us a notice including a detailed description of the issue you encountered. If the issue is readily identifiable and resolvable in accordance with industry-standard information technology tools and techniques we will promptly resolve it.

13. Assignment

You may not assign, transfer or sub-contract any of your rights and/or obligations under these Terms and conditions, in whole or in part, to any third party without our prior written consent. Any purported assignment in violation of this Section will be null and void.

14. Breaches of these Terms and conditions

Without prejudice to our other rights under these Terms and Conditions, if you breach these Terms and Conditions in any way, we may take such action as we deem appropriate to deal with the breach, including temporarily or permanently suspending your access to the website, contacting your internet service provider to request that they block your access to the website, and/or commence legal action against you.

15. Indemnification

You agree to indemnify, defend and hold us harmless, from and against any and all claims, liabilities, damages, losses and expenses, relating to your violation of these Terms and conditions, and applicable laws, including intellectual property rights and privacy rights. You will promptly reimburse us for our damages, losses, costs and expenses relating to or arising out of such claims.

16. Waiver

Failure to enforce any of the provisions set out in these Terms and Conditions and any Agreement, or failure to exercise any option to terminate, shall not be construed as waiver of such provisions and shall not affect the validity of these Terms and Conditions or of any Agreement or any part thereof, or the right thereafter to enforce each and every provision.

17. Language

These Terms and Conditions will be interpreted and construed exclusively in English. All notices and correspondence will be written exclusively in that language.

18. Entire agreement

These Terms and Conditions, together with our <u>privacy statement</u> and <u>cookie policy</u>, constitute the entire agreement between you and GEFI – Global Enforcement in the Financial Industry in relation to your use of this website.

19. Updating of these Terms and conditions

We may update these Terms and Conditions from time to time. It is your obligation to periodically check these Terms and Conditions for changes or updates. The date provided at the beginning of these Terms and Conditions is the latest revision date. Changes to these Terms and Conditions will become effective upon such changes being posted to this website. Your continued use of this website following the posting of changes or updates will be considered notice of your acceptance to abide by and be bound by these Terms and Conditions.

20. Choice of Law and Jurisdiction

These Terms and Conditions shall be governed by the laws of Switzerland. Any disputes relating to these Terms and Conditions shall be subject to the jurisdiction of the courts of Switzerland. If any part or provision of these Terms and Conditions is found by a court or other authority to be invalid and/or unenforceable under applicable law, such part or provision will be modified, deleted and/or enforced to the maximum extent permissible so as to give effect to the intent of these Terms and Conditions. The other provisions will not be affected.

21. Contact information

The owner and operator of this platform is the association "Global Enforcement in the Financial Industry and Capital Markets (GEFI)". GEFI is a non-profit association based in Bern, Switzerland, with voluntary entry in the Swiss <u>commercial registry</u>.

You may contact us regarding these Terms and Conditions through our **contact** page.

22. Download

You can also download our Terms and Conditions as a PDF.