



Strowz Advisory Platform Terms & Conditions

Strowz Ltd
14 Grays Inn Rd,
London
WC1X 8HN
UK

strowz.com
support@strowz.com

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Strowz Ltd is authorised and regulated by the Financial Conduct Authority, with firm reference no. (FCA No. 792373). Registered in England and Wales, with company no. 09493628 and with registered offices at 14 Grays Inn Rd, London, WC1X 8HN, UK

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1.0 General Terms:

Important Information

These Terms and Conditions are important. You should read them carefully before accepting them. They set out your obligations to us and our obligations to you. Please read them carefully. If you have any questions about them, please contact us and ask for further information before you commit to them.

You can contact us by email at support@strowz.com or by post or telephone using the details in the Contact Us page on our Website. References to “us”, “we”, “firm”, “Manager”, “Advisor”, “Strowz” and “our” mean Strowz Ltd. The terms “customer”, “client”, “investor”, “you” and “your” mean the person or company having an account with us and, where applicable, their duly authorised representatives, legal Personal Representatives and successors.

These Terms and Conditions together with (i) the information you provide to us in writing and/or you record on your account on our Website, including information about your: (i) financial circumstances, (ii) knowledge and experience of investment, (iii) attitude to risk and (iv) investment objectives (“Account”), (ii) our terms of website use, (iii) our use of cookies and (iv) our privacy policy constitute the investment management agreement (“Agreement”) between you and us for the provision of our investment services (“Services”).

2.0 About Strowz

We offer advisory services and our company is registered in England and Wales (company number 09493628), and our registered office is at 14 Grays Inn Rd, London, WC1X 8HN, UK

We are authorised and regulated by the Financial Conduct Authority (“FCA”), whose address is 25 The North Colonnade, Canary Wharf, London E14 5HS, www.fca.org.uk. Our firm registration number is 792373.

Commencement of Agreement

The Agreement between you and us commences on the day that your first investment account is opened by us.

2.1 Our Services to You

(a) Stock Signal Manager

Stock Signals Manager provides Buy and Sell signals for investors to help make trading decisions.

Buy Signal: Each Buy signal has varying signal strength levels to help identify the momentum of potential upside/growth of the stock.

Neutral Signal: Neutral signal helps identify a holding position for the stock.

Sell Signal: Sell signals identify the opportunity to sell stocks.

Users pay £2.99 per month as subscriptions.

(b) Virtual Portfolio Manager

Virtual Portfolio Manager consists of Stock Signal Manager plus the capability to build and manage a virtual portfolio with \$100,000.

VPM helps users develop and test portfolios and improve their trading strategies with virtual money before using real cash.

Users pay £4.99 per month as subscriptions.

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2.2 Our Duties to You

Our obligations to you are as set out in this Agreement. The Agreement cannot however exclude or restrict any right or protection conferred on you under the FCA Rules.

We will provide our services to you with such reasonable skill and care as can be expected from an FCA authorised investment firm providing the same type of services that we provide.

2.3 Communications between us

When you open an Account with us, we will provide you with access to an Online Secure Account.

We will send all notices and other correspondence to you by secure message to your Online Secure Account, or by email or post to the email or postal addresses provided by you at the commencement of the Agreement, or such other address as you may later notify to us. Letters sent to your postal address will be deemed to have been delivered on the second business day after posting to you, at an address in the UK, or the fifth business day after posting to you at an address abroad. Emails will be deemed to have been delivered to you one business day after being transmitted. Notices sent to you by secure message to your Online Secure Account will be accessible in the 'Messages' section of your Online Secure Account and these notices will be deemed to have been delivered one business day after being transmitted. Although we will usually email to let you know when a message has been sent to your Online Secure Account, you should regularly check your Online Secure Account for communications from us.

You may communicate with us by telephone, post, email or through our website. We will inform you if a specific form of communication is required for a particular purpose. Our correspondence address is: 14 Grays Inn Rd, London, WC1X 8HN, UK, and our contact telephone number is 020 3006 2390. Our client contact email address is: support@strowz.com. Please note that Clause 3.1 contains specific provisions regarding the placing of instructions on your Account.

We may record and monitor telephone conversations that we have with you. We will keep these records secure and only for the periods we are required to keep them under law.

We will not be liable for any loss, damage, expense, harm or inconvenience caused as a result of an email or letter being lost, delayed, intercepted, corrupted or otherwise altered or for failing to be delivered for any reason beyond our reasonable control.

All communications between you and us, including any reports, documents or statements we provide you with, will be in English.

3.0 About You and Your Information

3.1 Instructions

You may give us instructions to change your personal details, make withdrawals and/or contributions to/from your Account, or in respect of the reinvestment of income from your Portfolio. Instructions may be given to us either electronically via our website. We will act on your instructions as soon as is reasonably practicable after we receive them.

You can change your Risk Level or Investment Goal by making a request through our website or by telephone. We will endeavour to implement changes in Risk Level within 7 business days but we cannot guarantee to do so.

We are not obliged to act on any instruction where to do so would be illegal or in breach of any relevant rule or regulation, where we believe the instruction is erroneous or incomplete, or where we doubt that the instruction is genuine.

We may act on any instruction or other notification which we believe in good faith is from you without carrying out any further checks or investigations. We will not be liable for following an instruction or notification which is not in fact genuine or for not following or for investigating further any instruction or notification we believe may not be genuine, erroneous or incomplete. We will not be liable for any error of transmission or misunderstanding, or for the fraud of any other party (except in the case of our negligence, wilful default or fraud as described in clause 5.11 of these General Terms and Conditions). We are not obliged to acknowledge receipt of your instructions.

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In the event you have been referred to us by an independent financial adviser or other intermediary (each an "Intermediary"), you authorise us to accept instructions from the Intermediary in respect of your Account. You must notify us immediately by email or telephone in the event that the Intermediary ceases to act on your behalf and we are entitled to rely on the Intermediary's instructions until we have received such notice.

3.2 Identification and Anti-Money Laundering Checks

FCA Rules and other relevant laws and regulations require us to verify your identity prior to investing with us and carry out anti-money laundering and counter-terrorist financing checks. Our provision of services is conditional on us satisfactorily carrying out these checks. In order to fulfil our responsibilities, we use services provided by a third-party credit reference agency. We will also carry out regular monitoring checks while you remain a Client for which we may use a third-party credit reference agency. This will place a search footprint on your electronic file and your personal details may be accessed by third parties for the specific purpose of anti-money laundering, credit assessment, identity verification, debt collection, asset reunification, tracing and fraud prevention.

By agreeing to these General Terms and Conditions, you agree that we may transmit relevant information about you to the relevant third parties for the purposes of such verification and checks.

If we know or suspect that you are involved in money laundering, terrorist financing or are otherwise engaged in unlawful activity, then we may immediately terminate or suspend the provision of our services to you without notice. We will not be liable for any losses that you incur as a result of us taking such action.

3.3 Your Information and Personal Data

We will obtain, process, store, use and retain your personal data in accordance with applicable data protection legislation and our Privacy and Cookies Policy.

You must promptly inform us if any information provided to us during the online Account set-up process regarding you, your contact details, payment details or your circumstances changes during the course of this Agreement.

3.4 Client Categorisation

For the provision of our services under this Agreement, we will categorise you as a "Retail Client" unless you specifically opt to be treated as a "Professional Client" in accordance with the FCA Rules.

If you have been categorised as a Retail Client, you are entitled to the protections that are provided to Retail Clients under these FCA Rules.

If you opt to be treated as a Professional Client, we will only be able to categorise you as a Professional Client if: (a) you fall within a pre-determined category of investor that the FCA has deemed to be 'professional'; or (b) you have consented to being treated as a Professional Client and we are satisfied that you have the necessary expertise, experience and knowledge of investment matters to be treated as one. If you have been categorised as a Professional Client, you will not benefit from the same protections as a Retail Client. You are responsible for informing us of any change to your circumstances that could affect our categorisation of you as a Professional Client. You may at any time request to be re-categorised as a Retail Client and therefore benefit from the higher degree of protection afforded by the FCA Rules.

5.0 Other Important Matters

5.2 Cancellation and minimum period of service:

The client can apply to cancel or terminate this agreement at any given time by providing one month's notice on the App. The client does not need to provide a reason for cancelling. If the client exercises their right to cancel, investments made on their behalf in their Account will be sold and the proceeds returned to them less any loss which may have resulted from market movements.

5.3 Assignment

The client may not assign or transfer your rights or obligations under this Agreement. We may assign or transfer our rights or obligations under this Agreement upon giving the client 30 days' written notice and provided such assignment or transfer is to another firm which is authorised and regulated by the FCA.

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5.4 Amendments

We may amend this Agreement from time to time as set out in this clause. Reasons for any amendments include (but are not limited to) legislative, regulatory, tax and operational changes. All material changes will normally be notified to you by email at least 15 days before they take effect. However, if earlier implementation is required because of statutory or regulatory requirements, the change may be made with immediate effect.

We may also vary our fees and charges set out in Schedule 1: Fees and Charges by giving you at least 15 days' written notice.

As set out in clause 2.1(b), we have authority to appoint a custodian on your behalf and we may change your custodian as set out in that clause.

5.5 Death of a Client

Upon the death of a client, this Agreement will continue in effect. Prior to the production to us of any grant of probate, grant of representation or other such equivalent document, we shall continue to provide services as agreed under this Agreement in accordance with the deceased client's most recent instructions to us. We may (but are not bound to) act on the instructions of the deceased client's personal representatives with appropriate authority.

5.6 Termination

This Agreement shall continue and remain in force until terminated by either party on 30 days' written notice to the other. However, either party (the "Terminating Party") may terminate immediately by giving written notice to the other (the "Defaulting Party") in the event that:

- The Defaulting Party has committed a material breach of its obligations which has not been remedied within 5 days' of being notified in writing of the breach by the Terminating Party; or
- The Defaulting Party has been liquidated or dissolved or been declared bankrupt.

We may also terminate this Agreement immediately on written notice where you have, or we have reasonable grounds to suspect that you have, engaged in money laundering, terrorist financing, market abuse or otherwise conducted unlawful activities in connection with your Account, or if we are required to terminate this Agreement or cease our provision of the services in accordance with applicable law or regulation.

You may terminate the Agreement immediately on written notice if we make any material amendments to this Agreement in accordance with clause 5.4.

Termination shall not affect the rights and remedies of either party that have accrued prior to the date of termination. Termination will also be without prejudice to the completion of transactions which we have already initiated and we will use all reasonable endeavours to complete such transactions as soon as practicable.

Upon termination, you authorise us to liquidate the assets in your Account and deliver the cash proceeds to you (after applicable dealing costs) or a third party at your request. Alternatively, you may request that we transfer the assets in your Account 'in specie'. Any such transfer will be conditional on you paying additional charges if applicable.

Any clause which is expressly or implicitly intended to survive the termination of this Agreement shall continue in force after termination.

5.7 Inactive Accounts

If your Account has been inactive for at least a year we will treat it as dormant. To access it you will need to contact us. Any money in the Account remains your property.

5.8 Security and Use of our Website and Your Secure Online Account

You must keep your Security Details secret and take all reasonable precautions to prevent unauthorised or fraudulent use of them. You must not disclose your Security Details to any other person or record your Security Details in any way that may result in them becoming known to another person. If you suspect someone knows your Security Details or otherwise suspect there is a breach of security on your Account, you must contact us immediately by emailing us. If you fail to do so, you will be liable for any instructions on your Account confirmed by the use of the Security Details. You will be responsible for all instructions from you and from any person acting with your authority.

If we have reasonable grounds to suspect that your Security Details have been compromised, or there has otherwise been a breach of security on your Account, then we may suspend access to your Account until the security of your Account can be ensured (for example, by providing you with new Security Details). We will endeavour to resolve such suspension as soon as reasonably practicable.

The website is the property of Strowz and is protected by copyright and other intellectual property rights. We grant you a non-transferable licence to use the website while this Agreement is in full force and effect.

5.9 Conflicts of Interest

A conflict of interest may arise between you and us, or between you and another one of our Clients. A conflict of interest means a set of circumstances that entails a material risk to our acting in your best interests. We are required under FCA rules to establish, implement and maintain a conflicts of interest policy to identify and manage conflicts of interest. In the event that our management of a conflict of interest is not sufficient to prevent the risk of damage to your interests, we will disclose the conflict to you.

5.10 Complaints and Compensation

If at any time you wish to make a complaint in relation to our services to you, please contact the Compliance Officer at support@strowz.com and we will endeavour to resolve your complaint promptly. Information regarding our complaints handling procedures is available on request.

If your complaint remains unresolved 8 weeks from the date you made the complaint or if we fail to resolve a complaint to your satisfaction, you may have the right to refer it to the Financial Ombudsman Service, who you can write to at Exchange Tower, London E14 9SR or email at complaint.info@financialombudsman.org.uk. Further information on whether you are eligible to refer a complaint to the Financial Ombudsman Service and how to file a complaint is available at www.financialombudsman.org.uk.

5.11 Liability

We will only be liable for any loss, damages or costs suffered or incurred by you to the extent that such loss, damages or costs arise directly from our negligence, wilful default, fraud, and/or our breach of any duties which we owe you under FSMA, regulations made under FSMA or FCA Rules (together, "Regulatory Rules"). We will not be liable for any other losses, damages or costs suffered or incurred by you for trading in securities. The signals generated by Strowz platform do not guarantee the future price movement of the investment security and there are risks associated with any investment. Nothing in this Agreement shall exclude or limit any liability we may have for death or personal injury caused by our negligence, arising from our fraud or fraudulent misrepresentation, or any liability which we may owe you under the Regulatory Rules.

We will take reasonable care in the assessment and appointment of bankers, counterparties, agents and other third parties used in the provision of our services. We accept responsibility for any loss, damages or costs incurred by you only where these arise from our, negligence, wilful default or fraud in the assessment or appointment of such persons. We will not be responsible in any other circumstance for the actions of any such third parties.

We do not accept responsibility for any loss, damages or costs you may incur as a result of any cause beyond our reasonable control, which could include (but is not limited to) acts of God, explosion, flood, fire, accident, war, terrorism, civil commotion or disorder, changes to law or regulation, measures or prohibitions by any governmental or regulatory body, labour disputes, the failure of any telecommunication or computer dealing or settlement system or the acts or omissions of any counterparty, bank, or clearing or settlement system.

All tax matters relating to your own tax position are your own responsibility and we have no responsibility towards you with regard to your personal tax position.

You will be liable to us for any cost, expense, loss or any damage incurred by us (including but not limited to professional advisors' fees) arising from your breach of this Agreement, negligence, wilful default or fraud.

5.12 Entire Agreement

These General Terms and Conditions, including the Schedules and the information that you have provided to us constitute the entire Agreement between the Parties.

Other than information you have provided with your Client Account Application:

- No Party has relied on any representation or warranty except as expressly set out in the Agreement; and

- Each Party unconditionally waives any rights it may have to claim damages against the other on the basis of any statement made by the other (whether made carelessly or not) not set out or referred to in the Agreement (or for breach of any warranty given by the other not so set out or referred to) unless such statement or warranty was made or given fraudulently.

5.13 Severance

The invalidity, illegality or unenforceability (in whole or in part) of any of the terms of this Agreement in any jurisdiction shall not affect the validity, legality and enforceability of the remaining terms or the other parts of such terms (as applicable) in the relevant jurisdiction or any of the terms of this Agreement in any other jurisdiction.

5.14 Third Parties

A Person who is not a Party to the Agreement shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Agreement.

5.15 Governing Law

This Agreement is governed by and shall be construed in accordance with the laws of England and Wales.

6.0 Force Majeure

For the purpose of this Agreement, an "Event of Force Majeure" means any circumstance not within the reasonable control of the firm, but only if and to the extent that (i) such circumstance, despite the exercise of reasonable diligence and the observance of Good Practice, cannot be, or be caused to be, prevented, avoided or removed, and (ii) such circumstance materially and adversely affects our ability to perform its obligations under this Agreement, and we have taken all reasonable precautions, due care and reasonable alternative measures in order to avoid the effect of such event on our ability to perform its obligations under this Agreement and to mitigate the consequences thereof.

6.1 Events of Force Majeure

"Force Majeure Event" means the occurrence of:

- (a) an act of war (whether declared or not), hostilities, invasion, act of foreign enemies, terrorism or civil disorder;
- (b) equipment or facilities shortages which are being experienced by providers of telecommunication and internet services generally, or other similar force beyond our reasonable control
- (c) a strike or strikes or other industrial action or blockade or embargo or any other form of civil disturbance (whether lawful or not), in each case affecting on a general basis the industry related to the affected Services and which is not attributable to any unreasonable action or inaction on the part of the Company or any of its Subcontractors or suppliers and the settlement of which is beyond the reasonable control of all such persons;
- (d) specific incidents of exceptional adverse weather conditions in excess of those required to be designed for in this Agreement which are materially worse than those encountered in the relevant places at the relevant time of year during the twenty (20) years prior to the Effective Date;
- (e) major flooding, earthquake or any other natural disaster of overwhelming proportions;
- (g) other unforeseeable circumstances beyond the control of the Parties against which it would have been unreasonable for the affected party to take precautions and which the affected party cannot avoid even by using its best efforts,

which in each case directly causes us to be unable to comply with all or a material part of its obligations under this Agreement.

6.2 Effects of an Event of Force Majeure

- (1) The firm shall not be in breach of its obligations under this Agreement (other than payment obligations) or incur any liability to the other Party for any losses or damages of any nature whatsoever incurred or suffered by that other (otherwise than under any express indemnity in this Agreement) if and to the extent that it is prevented from carrying out those obligations by, or such losses or damages are caused by, a Force Majeure Event except to the extent that the relevant breach of its obligations would have occurred, or the relevant losses or damages would have arisen, even if the Force Majeure Event had not occurred.

(2) As soon as reasonably practicable following the date of commencement of a Force Majeure Event, and within a reasonable time following the date of termination of a Force Majeure Event, by invoking it we shall submit to the other Party reasonable proof of the nature of the Force Majeure Event and of its effect upon the performance of the Party's obligations under this Agreement.

(3) The firm shall, and shall procure that its Subcontractors shall, at all times take all reasonable steps within their respective powers and consistent with Good Operating Practices (but without incurring unreasonable additional costs) to:

(a) prevent Force Majeure Events affecting the performance of the Company's obligations under this Agreement;

(b) mitigate the effect of any Force Majeure Event; and

(c) comply with its obligations under this Agreement.

Schedule 1: Fees and Charges

Recurring Fees

Strowz will deduct recurring fees from your Account. These fees cover subscription fees as per below and fees will be deducted monthly in arrears and will be calculated based on:

Investment Advisory Product	Fee Rate (per month)
Stock Signal Manager	£2.99
Vrtual Portfolio Manager	£4.99

Schedule 3: Risk Warnings

For your information Strowz have provided a summary of the main risks that are associated with investing. This list is not comprehensive but should act as a guide for you to better understand the risks involved.

General Risks

There are a number of risks associated with investing and opening an Account that are outside Strowz's control. Whilst not exhaustive, the following summary should assist you to understand some of the general risks of investing:

- The value of your investments may go down as well as up and any capital that you invest is at risk. A fall in prices of any or all of the securities making up your Portfolio may result in its value being lower than the amount you invested, and you may lose the entire amount invested.
- The value of your investments may be subject to foreign exchange fluctuations.
- The signals generated by Strowz platform do not guarantee the future price movement of the investment security and there are risks associated with any investment
- Your capital is at risk whilst trading in investment securities
- There could be risks relating to the reliability of dealing, settlement and custody practices.
- Prices of investments in, or linked to, emerging markets can be significantly more volatile than those in developed markets and the risks in respect of foreign exchange fluctuations, and less reliable dealing, settlement and custody practices may be greater than those in developed markets.
- For each Portfolio we try to ensure that the liquidity profile of the investments in the Portfolio is appropriate and employ a liquidity risk management process to ensure investors can redeem their investments. Nevertheless, there may be circumstances where it is not possible to sell all or part of the portfolios at a given point in time, or the price may be lower than previously reported. This is beyond our control and could be due to the suspension of securities or of a market, or concerns relating to the financial stability of an issuer of a security.
- If the value of your investment does not keep up with the rate of inflation, it will have less buying power in the future.
- Past performance is not an indicator of future performance.

Equities

- The performance of any equity security within the Portfolio, is affected by the performance of the relevant company, the sector, country and region within which the company operates and the performance of equity markets.
- Income from dividends may fluctuate and is not guaranteed.
- Trading can be suspended due to market closure.
- There may be reduced liquidity and the difference in price between purchase and sale prices may fluctuate significantly, which could increase costs of trading for investors.

Foreign Currency Investments

The denominated in a currency other than the agreed base currency of your Portfolio.

The main risks are:

- A movement in exchange rates may have a separate effect, unfavourable as well as favourable, on the gain or loss otherwise experienced on the investment concerned;
- If you deposit collateral denominated in one currency, you may be subject to margin calls in circumstances where the obligations secured by such collateral are denominated in another currency (in addition to the risk of margin calls for fluctuations in relative values); and