

# marco

Unleashing the big power of small business.

## **TERMS AND CONDITIONS**

Date: March, 2023

## **Terms & Conditions**

### **1. Brief and Purpose**

These Terms & Conditions govern costumers access and use of the Marco Capital, Inc. ("Marco", "we", "our", or "us") app, website and any related products or services provided therein (the "Marco Products"), and they constitute a binding agreement regarding costumers' legal rights and obligations with respect to Marco, all data sources, and third-party suppliers.

These Terms & Conditions are in addition to, and do not override, the terms and conditions that apply to the specific products/services offered by Marco which may be applicable in every specific case. Your use of the Marco Product is provided by us pursuant to a separate executed agreement.

Certain locations have specific legal requirements that apply during your use of the Marco Products, in which cases, we will comply with applicable legal requirements in place.

By using the Marco Products, you agree to these Terms & Conditions. If you do not agree to these Terms & Conditions, you may not use the Marco Products.

### **2. Account**

You may be required to create an account in the Marco Website or in the Marco App in order to use certain Marco Products. To create an account, you must be at least 18 years old and you must provide truthful and accurate information about yourself. Don't try to impersonate anyone else when you create your account.

Please do not share your account and/or password with anyone else. If you believe that your account has been compromised, please notify us immediately.

### **3. Proper Use of the Marco Products**

Marco Products should be used in a way that complies with any and all applicable laws, and does not trespass on anyone's rights.

We may terminate a costumers' account and right to use of the Marco Products, in case we determine- at our sole discretion- that costumers acted in an unethical or unacceptable manner.

Costumers are prohibited from reproducing, copying, retransmitting, distributing, disseminating, selling, sub-licensing or publishing the content and/or any other information received through the use of the Marco Products without the express prior written consent from Marco.

#### **4. IP and copyright**

The use of the Marco Products does not grant customer ownership or any other rights over any intellectual property of the content accessed.

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In general, you are not required to provide any personal information in order to consult our website. However, you may elect to contact us by completing the form provided on the "Contact Us" page of this site, in which case we ask you to provide your name, telephone number, email address and company. We will use your information only to contact you and provide you with the information that you have requested. Please note that in order to process your query, we may be required to share your information, but we will not share your personal information with any third party, except as required by law.

We may also use your information to contact you, in order to ask whether you would like to receive information from Marco about events, publications and services provided by the firm that may be of interest to you, but we will not add you to any of our mailing lists without your explicit consent.

Email or other communications through this site to Marco (or any of its lawyers, other employees, agents or representatives) are not secure. Accordingly, Marco does not guarantee the confidentiality of such communications.

#### **6. Content posted by third parties**

We are not responsible for, and do not endorse in any way, any content or information posted by any third party. Marco shall in no way be held liable, directly or indirectly, for any loss or damage caused to you in connection with any content posted by another person.

## **7. Warranties and disclaimers**

Marco provides the information and materials on this website to its website visitors for informational purposes only. While we hope that said information and materials will be of interest to our visitors, Marco makes no guarantee or warranty as to their accuracy or completeness.

Marco does not, other than as expressly set out in this Terms and Conditions, make any specific promises about the website or the Marco Products. In particular, we don't make any commitments on the website and Marco Products reliability, availability, or ability to meet your needs: we provide the sites "as is".

Furthermore, the content of the information and publications contained in the website is, in the majority of cases, general in nature and cannot be applicable to every particular case.

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Marco shall not be liable for any direct or consequential loss suffered for the use of any of the Marco Products, i.e.: financial loss; loss of profits, loss of earnings, anticipated or incidental losses, loss of business, loss of anticipated savings, and any other financial type of loss or damage.

## **8. Modifications and Termination**

We reserve the right to: (i) modify our Terms & Conditions and any other Policy at any time, with or without notice to costumers, and; (ii) modify our fees for any of the Marco Products at any time.

## **9. Financing services in California**

Financing provided to entities from California is made or arranged pursuant to the California Financial Law License.

If you have any doubts or queries in connection with this Terms & Conditions, please contact us at [legal@marcofi.com](mailto:legal@marcofi.com)

*This Terms and Conditions were last reviewed in March 2023*