

Terms of Use

Please read these Terms of Use and the Content Guidelines (together, the "Terms") carefully, as they set out our and your legal rights and obligations in relation to the use of our Website and any of the services available through it. If you do not agree to these Terms, you must not use our Website regardless of whether or not you are a Registered User. If you register with our Website, we will ask you to expressly agree to these Terms but, in the absence of registration, your decision to continue use of this Website represents implicit acceptance of these Terms. Before accessing certain third party material on the Website, you may also be asked to give your express agreement to specific disclaimers in relation to that third party material.

(1) Definitions

In these Terms:

“Charges” means the subscription charges payable to Valstox by the Subscriber in respect of the Subscription Services;

"Content Guidelines" means the 'forum guidelines', 'posting guidelines', 'article guidelines' and 'editing guidelines' and 'basic etiquette guidelines' posted on our Website as amended by us from time to time;

"Intellectual Property Rights" means all intellectual property rights wherever in the world arising, whether registered or unregistered, and including any application or right of application for such rights (including without limitation copyright and related rights, moral rights, registered and unregistered trademarks, patents, design rights and database rights);

"Registered User" means a person who has created an account with the Website;

"Valstox Content" means financial news articles, blogs and other textual content that we write and publish for free on the Website, identified by being authored by either Valstox News, Valstox Features or our staff;

“Subscription Service” means one of the paid-for data and screening subscription services (**“Valstox Data”**) and data analysis tools available on the Website from time to time, including but not limited to the Valstox Premium “Investor” and “Expert” services;

“Subscriber” means a Registered User who has subscribed to a Subscription Service;

“Third Party Content” means financial news, articles, advertising and/or other content (including without limitation video, textual, graphic, photographic, audio and audio-visual content) that is published on the Website, but is provided by third parties (for example content sourced from external publishers including news organisations and research houses),

“Valstox Data” means data that we source from third party data suppliers and any intermediate algorithms and calculations that we undertake in respect of that data;

"Trial Period" means a period during which the Subscriber can access a Subscription Service without paying the Charges;

"Use" means any use whatsoever and includes, without limitation, viewing, storing, reproducing, displaying, publishing, distributing, broadcasting and/or creating derivative works;

"User Content" means content (including without limitation video, textual, graphic, photographic, audio and audio-visual content) uploaded or otherwise provided for publication by a Registered User for Use on or in relation to the Website; and

"Website" means the website at www.valstox.com or any successor site operated by us from time to time.

References in these Terms to "we" or "us" mean Valstox Ltd; and references in these Terms to "you" mean the person using the Website or holding a Registered User account with the Website.

(2) Licence

We or our licensors own the Intellectual Property Rights in the Website and material on the Website. You may view, download for caching purposes only, and print material from the Website, in each case for personal use only, and subject to the restrictions set out below. Non-personal use is a violation of these Terms. Save to the extent that you own (or are properly licensed by a third party to exercise) the relevant rights, you must not: (a) republish or redistribute material from the Website (including republication or redistribution on another website or in any other format); (b) sell, rent or sub-license material from the Website; (c) edit or otherwise modify any material from the Website except in accordance with the Content Guidelines; (d) make any charge in relation to or carry on by way of business any activities in relation to any material obtained from the Website; or (e) show (whether for commercial purposes or not) any material from the Website in public. You must not use any material from the Website for any improper or unlawful purpose or conduct any scraping, data mining or automated data collection

in relation to the Website. You must not use the Website in any way that causes, or may cause, damage to the Website or impairment of the availability or accessibility of the Website, or in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

The Website is designed for use in numerous global free market countries and the information on it relates to investments marketed to residents of the those countries. You must not use the Website in any country where its use is or would be prohibited by local laws.

You may only Use the Website if you are at least 18 years of age and from a company which is a professionally qualified client.

(3) Restricted access

Access to certain areas of the Website is restricted to Registered Users and may be further restricted to Subscribers. We reserve the right to restrict access to other areas of the Website, or indeed the whole Website, at our discretion. You must not use the login details or password of any other person to access restricted areas of the Website.

(4) Registered Users & Subscribers

In order to become a Registered User, you must create an account using the Website interface, and click on the activation link in the email that we will send to you. Registered Users gain access to additional services and restricted areas on the Website, which may include: (i) the ability to submit and edit articles on the Website; (ii) the ability to subscribe to RSS/Atom feeds; (iii) the ability to submit posts to our Website forums and to rate others' posts; (iv) access to our virtual fund trading facility; (v) the facility to create a detailed profile which may be made available via the Website; (vi) access to our Website-based messaging system; (vii) in the case of Subscribers only, access to the Subscription Service

Registered Users must not allow any other person to use their user ID and password, and they must ensure that that user ID and password are kept confidential. Registered Users accept responsibility for all activities that occur under or in relation to their user ID and password. Upon our request, Registered Users and will provide to us proof of their identity and/or age.

We may also be required by law or regulation to identify Registered Users and disclose their details to a third party including the relevant legal or regulatory authority if requested by them to do so.

We may alter or restrict the services and areas that Registered Users have access to, and/or delete any Registered User's account, in our sole discretion without notice or explanation.

(5) User Content

You grant to us for the full term of copyright (including any extensions, renewals, restorations, revivals and reversions) a non-exclusive royalty-free irrevocable licence to Use the User Content that you submit to the Website, any part of that User Content, and any derivative work based on that User Content and created under these Terms, on or in relation to the Website, any other website and any other media available now or at any time in future. You grant to us the right to sub-license any or all of these rights. You also grant to us the right, under Section 101A of the Copyright, Designs and Patents Act 1988, to bring an action for infringement of any or all of these rights.

You warrant and undertake that you own or have the right to license the relevant Intellectual Property Rights in all User Content that you submit to the Website in accordance with these Terms.

You must ensure that your User Content, and the Use of that User Content in accordance with these Terms, does not constitute:

(a) a financial promotion, an advertisement for any particular investment or investment business, or an invitation or inducement to engage in investment activity;

(b) investment advice, or advice to an investor or potential investor (or an agent for such a person) on the merits of buying, selling, subscribing for or underwriting a particular security or contractually-based investment or exercising any right conferred by such an investment to buy, sell, subscribe for or underwrite such an investment;

(c) the making of an arrangement for another person (whether as principal or agent) to buy, sell, subscribe for or underwrite a security, a contractually-based investment, or an investment of the kind specified by article 86 or article 89 (so far as relevant to that article) of the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001; or

(d) any financial service or activity regulated or controlled by or pursuant to the Financial Services and Markets Act 2000 or the Financial Services and Markets Act 2000 (Financial Promotions) Order 2005 or any other applicable law.

You also agree to disclose any material interest you or your associates may have when making contributions to your User Content. The restrictions above

do not, of course, prevent you posting general and generic financial information on the Website to the extent that they do not constitute carrying on regulated investment or the communication of a financial promotion under the Financial Services and Markets Act 2000.

You must ensure that your User Content, material linked to by the User Content, and the Use of User Content in accordance with these Terms:

(a) does not infringe any third party's rights (including without limitation Intellectual Property Rights, reputational rights, rights of confidence and rights of privacy);

(b) does not give rise to any cause of action in any jurisdiction, whether against us, you or a third party;

(c) does not violate any law, statute, ordinance, regulation, legally binding code or market conventions in any jurisdiction (including, without limit, financial services regulations) whether in the United Kingdom or elsewhere;

(e) is not pornographic or sexually explicit;

(f) does not duplicate or substantially duplicate User Content previously published on the Website;

(g) is not threatening, abusive, harassing, menacing or contrary to the principles of internet etiquette;

(h) does not constitute spam or marketing material (any promotional activity should only take place through your Profile, as discussed here (insert link)); and;

(g) does not contain any viruses, Trojan horses, worms, time bombs or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information.

You undertake to keep yourself informed as to the contents of the Content Guidelines as stated in this document and to ensure that your User Content and your user behaviour is in line with the Content Guidelines and Basic Etiquette Guidelines.

We do not undertake to monitor your use of the Website or the posting of User Content by you or any third party on the Website. Nor do we warrant that the Users of the Website have adhered to these Terms, although we use reasonable endeavours to remove User Content which breaches these Terms after it has been brought to our attention. If you become aware of any User Content on the Website which breaches these Terms, you should notify us of

that content immediately. You acknowledge that we may edit, delete and/or move User Content without notice or explanation.

(6) Third Party Content

Subject to the Valstox Data warranties in Section 7 below, we do not undertake to monitor Third Party Content that appears on the Website. Nor do we warrant that Third Party Content providers have adhered to these Terms, although we use reasonable endeavours to remove Third Party Content which breaches these Terms after it has been brought to our attention. If you become aware of any Third Party Content on the Website which breaches these Terms, you should notify us of that content immediately.

(7) Our warranties

You acknowledge that the Website and the material on the Website may be changed from time to time without notice. As we provide Valstox Content as a free service to all our users, we offer no warranties in respect of the preparation and publication of this content. Where we provide Valstox Data as part of a paid Subscription Service, we warrant that we will take reasonable care in respect of ensuring the accuracy of that Valstox Data (by ensuring that the underlying data is sourced from a reputable provider), and that we will use reasonable care and skill in the provision of the Subscription Service. If we are notified of a possible error in relation to the Valstox Data, we will endeavour to notify our supplier of this issue, although we cannot be certain that they will be willing to correct the error identified.

Notwithstanding the warranties above, Valstox is not authorised to give investment advice and nothing on the Website should be interpreted as Valstox seeking to offer such advice. Valstox Content, Valstox Data, User Content and/or relevant Third Party Content is provided 'as is' and may contain errors or inaccuracies. You should seek confirmation from an authoritative third party source of any information found on the Website upon which you may wish to rely. Use of Valstox Content, Valstox Data, User Content and/or Third Party Content is solely at the Subscriber's risk.

Subscriber acknowledges that the use and interpretation of the Valstox Data, and any data analysis tools provided as part of the Subscription Service requires skill and judgement. Subscribers shall at all times exercise their own skill and judgement in the Use and interpretation of the Subscription Service and shall be solely responsible for the purposes for which it is used and for all opinions, recommendations, forecasts and other comments made or action taken by Subscribers based wholly or partly on the Valstox Data and/or data analysis tools.

Valstox's Subscription Service includes access to pre-defined investor screens based on the work of famous investors, such as Benjamin Graham. We do not choose the companies on these lists. All the screens are based on set quantitative criteria, which are taken either from research papers or from the writings of investment educators. However, please note that the screening criteria used may represent Valstox's interpretation of the author's investment approach based on the available data-set and will not be determined or endorsed by the original strategist. You should consider the results of any screening process as candidates for further research, not as a buy list or as a set of professional recommendations.

These investor screens are intended purely as an educational tool to test the performance of different investment approaches in global free markets. Our performance tracking ignores the impact of factors such as spreads, commissions, spreads and dividends. While this means that the reported performance is likely to be unachievable, this allows a useful comparison of different investment styles under the same market conditions.

Subject to the warranty given above in respect of the paid-for Subscription Service:

(a) we do not warrant the completeness, veracity, bona fides or accuracy of the material on the Website; nor do we commit to ensuring that the Website remains available or that the material on the Website is kept up-to-date;

(b) we do not grant to you any warranties or make any representations relating to the Website or your Use of the Website, and to the fullest extent permitted by applicable law we exclude all warranties and representations.

You acknowledge that the material on the Website submitted by third parties (including our Registered Users) from time to time is the sole responsible of the third party who has submitted that material. If you become aware of any inaccuracy or error on the website, please let us know.

(8) Indemnity

You will indemnify us and keep us indemnified against any loss, damage, expense, cost or liability incurred or suffered by us arising out of any breach by you of any of these Terms, or arising out of any claim that you have breached any of these Terms.

(9) Financial disclaimer

Our Website is a financial data and news portal, discussion forum and content aggregator. Valstox is not a broker/dealer, we are not an investment

advisor, we have no access to non-public information about publicly traded companies, and this is not a place for the giving or receiving of financial advice, advice concerning investment decisions or tax or legal advice. We are not regulated by the Financial Services Authority.

We are an educational forum for analysing, learning & discussing general and generic information related to stocks, investments and strategies. No content on the site constitutes - or should be understood as constituting - a recommendation to enter in any securities transactions or to engage in any of the investment strategies presented in our site content. We do not provide personalised recommendations or views as to whether a stock or investment approach is suited to the financial needs of a specific individual.

Much of the content on this site is user-generated and, as such, impossible to monitor effectively. Excluding the Valstox Content and Valstox Data, all of the information on our Website about businesses, companies, investment strategies, investments and investment opportunities is provided by our Registered Users and other third parties. We act as a mere conduit for this information published on our Website, and we do not select, monitor, edit, modify review, evaluate or otherwise oversee the information or the publication of the information on our Website.

Where we present investment screens, the results should only be treated as candidates for further research, not as a buy list or set of recommendations. Screening may help to narrow a search based on pre-defined criteria but it is not a substitute for independent research reflecting your individual criteria for investing/trading.

Valstox Content and Valstox Data is intended to be used and must be used for informational purposes only. It is very important to do your own analysis before making any investment based on your own personal circumstances. You should take professional financial advice in connection with, or independently research and verify, any information that you find on our Website and wish to rely upon, whether for the purpose of making an investment decision or otherwise. Any arrangements between you and any third party contacted via the Website are at your sole risk.

Accordingly, we will not be liable, whether in contract, tort (including negligence) or otherwise, in respect of any damage, expense or other loss you may suffer arising out of such information or any reliance you may place upon such information.

Our Website is a UK based business and complies in accordance with UK law. The Website is open to professional clientele abroad, such as in the US or Canada or to US persons or Canadian persons. Nothing on this Website or

any part thereof is intended to constitute advice, offering or solicitation to buy or sell investments in any jurisdiction.

We do not therefore warrant that our Website complies with the applicable laws or regulations of any particular jurisdiction outside the UK. Accordingly, if it is prohibited to make information provided on this Website or any part thereof available in your jurisdiction or to you (by reason of nationality, residence or otherwise) the Website or any part thereof is not directed at you.

You accept that if you are resident outside the UK, you must satisfy yourself that you are lawfully able to access our Website and, in particular, able to lawfully receive any document which contains links or allows you access to other websites in the country from where you are accessing the User Content, Third Party Content and/or Valstox Content.

We do not accept any liability for any costs, losses or damages resulting from, or related to, the availability or content of the Website to persons in jurisdictions inside or outside the UK or to persons who are nominees of or trustees for citizens, resident or nationals of other countries.

We would like to draw your attention to the following important investment warnings: i) the value of shares and investments and the income derived from them can go down as well as up; ii) investors may not get back the amount they invested; and iii) past performance is not necessarily a guide to future performance.

(10) General disclaimer

Our liability is limited and excluded to the maximum extent permitted under applicable law. We will not be liable for any direct or indirect loss or damage arising under these Terms, your Use of the Subscription Service or in connection with the Website, whether arising in tort, contract, or otherwise.

Without limiting the generality of the exclusion of liability above, we will not be liable for any loss of profit, contracts, business, goodwill, data, income, revenue or anticipated savings arising under these Terms, your Use of the Subscription Service or in connection with the Website, whether direct or indirect, and whether arising in tort, contract, or otherwise; nor will we be liable for any loss or damage arising out of any event that is beyond our reasonable control.

If, notwithstanding the limitations of liability in these Terms, we are found to be liable to you, our liability is limited in relation to any event or series of related events will not exceed UK£250, save as in respect of Subscribers, in relation to which our liability shall be limited to the Charges paid by the Subscriber in question.

You agreed to the publication of feedback and comments about you by others on the Website, you acknowledge that such feedback and comments may be critical or defamatory, and you agree that you will not hold us liable in respect of any such feedback and comments, irrespective of whether we are aware or ought to have been aware of such feedback and comments. Nothing in these Terms will exclude or limit our liability for fraud, for death or personal injury caused by our negligence, or for any other liability which cannot be excluded or limited under applicable law.

(11) Third party websites

The Website includes links to other websites. These links are not recommendations, and are provided for your information only. We have no control over the contents of those websites, and accept no responsibility for them or for any loss or damage that may arise from your use of them.

(12) Trade marks

Valstox and our logo are trademarks belonging to us. We give no permission for the use of these trademarks, and such use may constitute an infringement of our rights. The other registered and unregistered trademarks or service marks on the Website are the property of their respective owners. Unless stated otherwise, we do not endorse and are not affiliated with any of the holders of any such rights and as such we cannot grant any licence to exercise such rights.

(13) Term & Termination

Without prejudice to our other rights under these Terms, if you (including for the avoidance of doubt Registered Users and Subscribers) breach any of these Terms in any way, or if we reasonably suspect that you have breached any of these Terms in any way, we may: (a) delete, move or edit any of your User Content;

(b) send you one or more formal warnings;

(c) temporarily suspend your access to the Website and/or the Subscription Service;

(d) delete your account;

(e) permanently prohibit you from using the Website and/or the Subscription Service;

(f) block computers using your IP address from accessing the Website;

(g) contact your internet services provider and request that they block your access to the Website; and/or

(h) bring court proceeding against you for breach of contract or otherwise.

Where we suspend or prohibit or block your access to the Website, part of the Website, and/or the Subscription Service, you must not take any action to circumvent such suspension or prohibition or block (including without limitation using a different account).

(14) Subscription Trial Period

The duration of any Trial Period shall be as specified on the Website. Use of the Subscription Service shall be free of charge during the Trial Period..

Unless you provide Valstox with notice to terminate the Subscription Service prior to the end of the Trial Period (by unsubscribing on the Website), the Charges provisions shall apply and govern your ongoing Use of the Subscription Service.

After the Trial Period expires you shall be liable to pay the Charges. You accept that by providing your Paypal account or your credit or debit card details you authorise Valstox to deduct the Charges (or instalments of the Charges) using such payment method (as applicable) on a regular basis and in advance until the you terminate or cancel your subscription to the Subscription Service.

The amount of the Charges shall be as displayed on the Website and may change from time to time. However, where we bill you for any upgrade modules, we will only do so based on your request for these modules and with your consent to the proposed upgrade pricing.

You may only have one Trial Period. Should we identify that you have already made use of a Free Trial Period with the Subscription Service, you will immediately be billed for the Charges.

(15) Charges

Subject to the Trial Period provisions above, in consideration for the provision of the Subscription Service, Subscribers agree to pay the Charges applicable to the Data plan which they have selected as detailed on the Website and updated from time to time. Without prejudice to its rights to recover the sums outstanding from the Subscriber, should Valstox not be able to withdraw any part of the Charges from the Subscriber's Paypal account or credit or debit card, Valstox reserves the right to:

1. suspend access to the Subscription Service; or
2. terminate this agreement to access the Subscription Service.

(16) Refund / Cancellation

At the end of each subscription period, a subscription will continue to automatically renew at the prevailing fee rate applicable to the Data plan which has been selected by the Subscriber, unless terminated by us or until the Subscriber notifies us of their decision to cancel their subscription to the Services.

Either party may terminate this agreement to access the Subscription Service, which in the case of the Subscriber may be communicated to Valstox by the Subscriber unsubscribing on the Website. If the Subscriber terminates this agreement to access the Subscription Service, the Subscriber shall ensure that it pays Valstox all Charges owing up until the date of termination (including any outstanding interest) and will be entitled to use the service until the end of that billing period. The Subscriber shall not be entitled to any refund of charges it has already paid to Valstox.

(17) Cooling Off Period

Under Part III of the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013,, you might otherwise have the right to cancel the agreement to access the Subscription Service without charge for 14 days after the day this Agreement has been concluded. However, when you successfully complete your order for our Subscription Service, you agree that the Product is immediately available to you (i.e. before the end of that cancellation period) and that we have therefore immediately commenced provision of the services for the purposes of the Regulations. As the services are provided at your request, you lose your right to cancel under the Regulations. It is only on the basis of this understanding that we are willing to offer you the free Subscription Trial Period outlined above.

Any Billing Assistance will be conducted by email (customerservice@valstox.com). Our customer service centre will be open business days and hours Monday to Friday and closed on weekends.

(18) Beta Access

All of our data subscription offer will remain in "beta" until we indicate otherwise. From time to time, Valstox may also offer you access to certain new features of the Website as a "beta user". If you use beta features, you acknowledge that these features may not yet have been fully bug-tested and may therefore contain significant errors and issues. You undertake to notify

Valstox of any bugs you may find, where possible. You also accept that access to these features may be withdrawn at any time, without any notice given, if we decided that these features are to form part of a separate subscription offer.

(19) General

If any provision of these Terms is held invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of these Terms will remain in full force and effect, and any such invalid or unenforceable provisions will be deemed omitted. No waiver of any provision of these Terms by us, whether by conduct or otherwise, in any one or more instances, will be deemed to be, or be construed as, a further or continuing waiver of that provision or any other provision of these Terms. These Terms are for the benefit of us and our users and are not intended to benefit, or be enforceable by, any other person. Any termination, rescission, amendment, variation, waiver or settlement under these Terms will not be subject to the consent of any third party.

User Content posted on the Website may be retained by us either on-line or archived for a period of ten years. You may not assign, charge, sub-contract or otherwise transfer any of your rights or obligations arising under these Terms. Any attempt by you to do so will be null and void. We may assign, charge, sub-contract or otherwise transfer these Terms, or any of our rights or obligations arising under these Terms, at any time. We may vary these Terms from time-to-time by posting a new version of the Terms on the Website. If you are a Registered User or Subscriber, we may also give you notice of the variation. Your continued use of the Website after a variation will constitute your acceptance of the variation.

These Terms constitutes the entire agreement between you and us in relation to your use of the Website, and supersede all previous agreements in respect of your use of the Website. These Terms will be governed by and construed in accordance with English law, and the English courts will have (subject to the following) exclusive jurisdiction to adjudicate any disputes arising out of or relating to these Terms. Both you and we irrevocably agree for the benefit of the other to settle any dispute which may arise out of, under, or in connection with these Terms or the legal relationship established by them, and for those purposes we both irrevocably submit all disputes to the jurisdiction of the English courts. For the exclusive benefit of Valstox, Valstox retains the right to bring proceedings as to the substance of the matter in the courts of the country of your residence or, where these Terms are, subject to the financial disclaimer in clause 8 above, entered into in the course of your trade or profession, the country of your principal place of business.

(20) Conduct, website behaviour and the support service

By using this website, you agree to our Terms and Conditions and Basic Guidelines as stated in this document and to ensure that your User Content and your user behaviour is in line with the Content Guidelines and Basic Etiquette Guidelines.

When interacting with any staff or Registered user at Valstox (whether online or offline in their professional capacity), you agree to treat them with reasonableness, courtesy, professionalism and respect, while avoiding the use of aggressive, demeaning, hostile, aggravating, upsetting, intimidating or uncivil language, as determined by us and in our absolute discretion. This is without prejudice to your ability to disagree and express a contrary opinion to someone else, provided such expression complies with the rules above. We reserve the right to terminate your Account or Subscription Services with us if we judge that your behaviour has fallen below these standards. In the event we exercise this power, you can submit an appeal to us at customerservice@valstox.com, which will be considered by our Support Committee, whose determination shall be absolute and final on the matter and not subject to review by any court or tribunal. Valstox is a DIY investment platform. We are not authorised or able to give financial advice or answer questions which in our judgment constitute doing so. Users are encouraged to consult our team, FAQ section of the website and ask members of staff. Where an answer is not provided or unclear, Users are encouraged to contact us for clarification or assistance, and we will endeavour to answer any question in good faith. Nonetheless, where a User or Subscriber is making excessive requests to our support team, and in our judgment is incurring an disproportionate support cost, we reserve the right to limit the number of responses we provide in a given period. In cases where multiple support queries are raised in bad faith (as judged by us, and includes, but is not limited to, vexatious behaviour; pedantic comments; unreasonable requests; queries or comments designed to agitate or that have the effect of upsetting stuff not unreasonably; questions or comments where the User has no intention of becoming a Subscriber; auto-generated or comments or questions which are judged to be spam), we reserve the right to terminate the User or Subscriber's account, in our absolute discretion.