

Terms of Use

Last Updated: November 8, 2025

1. Agreement to Terms

These Terms of Use ("Terms") constitute a legally binding agreement between you and Oleksandr Potapenko ("we," "us," or "our") regarding your access to and use of the oleksandrpotapenko.com website (the "Website").

By accessing or using the Website, you agree to be bound by these Terms. If you do not agree to these Terms, you must not access or use the Website.

2. Changes to Terms

We reserve the right to modify these Terms at any time. We will notify you of material changes by:

- Posting the updated Terms on this page with a new "Last Updated" date
- Providing reasonable notice through the Website or by email (if we have your contact information)

Your continued use of the Website after changes become effective constitutes acceptance of the modified Terms. We encourage you to review these Terms periodically.

3. Access and Use of the Website

3.1 License to Use

Subject to these Terms, we grant you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to access and use the Website for lawful personal and professional purposes.

3.2 Prohibited Uses

You agree not to:

Content and Data:

- Copy, reproduce, distribute, or create derivative works of Website content without authorization
- Use automated systems (bots, scrapers, crawlers) to access the Website without permission
- Extract data from the Website for commercial purposes

- Modify, reverse engineer, decompile, or disassemble any Website technology

Security and Integrity:

- Attempt to gain unauthorized access to the Website, server, or network
- Interfere with or disrupt the Website's operation or security
- Introduce viruses, malware, or other harmful code
- Bypass security measures or access restrictions

Unlawful Activities:

- Use the Website for any illegal purpose or in violation of applicable laws
- Infringe intellectual property rights of others
- Transmit false, misleading, or fraudulent information
- Engage in harassment, defamation, or threatening behavior

Commercial Misuse:

- Use the Website to compete with us or develop competing services
- Resell or commercialize access to the Website
- Frame or mirror the Website without authorization

3.3 Account Security

If you create an account on our Website:

- You are responsible for maintaining the confidentiality of your credentials
- You must notify us immediately of any unauthorized access
- You are responsible for all activities under your account
- You must provide accurate and current information

4. Intellectual Property Rights

4.1 Our Content

All content on the Website, including but not limited to:

- Text, articles, and written materials
- Graphics, logos, images, and photographs
- Software, code, and technical elements
- Design, layout, and user interface
- Trademarks, service marks, and trade names

is owned by or licensed to us and protected by intellectual property laws, including copyright, trademark, and other proprietary rights.

4.2 Trademarks

"Oleksandr Potapenko," "FinRay Technologies," "Audax Solutions," and related marks are trademarks or service marks owned by us or our affiliates. You may not use these marks without our prior written permission.

4.3 Limited License

You may:

- View and download content for personal, non-commercial use
- Share links to our content on social media with proper attribution
- Quote brief excerpts for commentary or criticism with proper citation

You must retain all copyright and proprietary notices.

4.4 User-Generated Content

If you submit content to the Website (comments, feedback, inquiries):

- You retain ownership of your content
- You grant us a worldwide, non-exclusive, royalty-free, perpetual license to use, reproduce, modify, and display such content for our business purposes
- You represent that you have all necessary rights to grant this license
- You agree that your content does not violate any third-party rights

5. Professional Information and Services

5.1 Nature of Information

The Website provides information about:

- Financial technology and regulatory matters
- Compliance and risk management
- Banking and payment systems
- Professional consulting services

This information is for general informational purposes only.

5.2 Not Professional Advice

IMPORTANT: Content on this Website does not constitute:

- Legal advice or opinion
- Financial, investment, or tax advice
- Regulatory guidance or compliance recommendations

- Professional consulting services (unless explicitly agreed in writing)

The Website is not a substitute for professional advice from qualified experts. You should consult appropriate professionals before making decisions based on Website content.

5.3 No Attorney-Client or Advisory Relationship

Use of the Website does not create:

- An attorney-client relationship
- A consultant-client relationship
- A fiduciary relationship
- Any professional services agreement

Such relationships require explicit written agreements.

5.4 Services Engagement

If you wish to engage our professional services:

- Contact us directly through provided channels
- Execute a formal services agreement
- Agree to specific terms, scope, and fees
- Comply with engagement letter requirements

6. Third-Party Links and Services

6.1 External Links

The Website may contain links to third-party websites, resources, or services. We provide these links for convenience only.

We do not:

- Endorse or guarantee third-party content
- Control or assume responsibility for third-party sites
- Warrant accuracy, completeness, or reliability of external content
- Accept liability for third-party services or transactions

6.2 Third-Party Integration

We may integrate third-party services (analytics, social media, communication tools). Use of these services is subject to their respective terms and privacy policies.

7. Disclaimers and Warranties

7.1 "AS IS" Basis

THE WEBSITE IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES, INCLUDING:

Implied Warranties:

- Merchantability
- Fitness for a particular purpose
- Non-infringement
- Title

Performance Warranties:

- Uninterrupted or error-free operation
- Accuracy, completeness, or reliability of content
- Freedom from viruses or harmful components
- Availability or accessibility at all times

7.2 Content Accuracy

While we strive to provide accurate and current information:

- Content may contain errors, omissions, or outdated information
- Information is subject to change without notice
- We do not guarantee accuracy, completeness, or timeliness
- Information should be independently verified before reliance

7.3 Regulatory and Legal Information

Information regarding regulations, compliance, and legal matters:

- Is general in nature and may not apply to specific situations
- May become outdated due to regulatory changes
- Should not be relied upon without professional verification
- Does not constitute legal or regulatory advice

8. Limitation of Liability

8.1 Exclusion of Damages

TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE SHALL NOT BE LIABLE FOR:

Direct Damages:

- Any damages arising from use of or inability to use the Website
- Reliance on Website content or information

Indirect Damages:

- Loss of profits, revenue, or business opportunities
- Loss of data or information
- Business interruption
- Consequential, incidental, special, or punitive damages

This limitation applies regardless of the legal theory (contract, tort, negligence, strict liability) and even if we have been advised of the possibility of such damages.

8.2 Maximum Liability

If, notwithstanding the above, we are found liable for any damages, our total aggregate liability shall not exceed the greater of:

- CHF 100 (One Hundred Swiss Francs)
- The amount you paid to access the Website (if any) in the 12 months preceding the claim

8.3 Basis of the Bargain

The limitations in this section are fundamental elements of the agreement between you and us. The Website would not be provided without these limitations.

9. Indemnification

You agree to indemnify, defend, and hold harmless Oleksandr Potapenko, FinRay Technologies Ltd, Audax Solutions AG, and their respective officers, directors, employees, agents, and affiliates from and against any claims, liabilities, damages, losses, costs, or expenses (including reasonable attorneys' fees) arising from or related to:

- Your use of the Website
- Violation of these Terms
- Infringement of third-party rights
- Your content or submissions
- Breach of applicable laws or regulations
- Negligent or wrongful conduct

We reserve the right to assume exclusive defense and control of any matter subject to indemnification by you.

10. Privacy and Data Protection

Your use of the Website is subject to our Privacy Policy and Cookie Policy, which are incorporated into these Terms by reference.

By using the Website, you consent to:

- Collection, use, and processing of personal data as described in the Privacy Policy
- Use of cookies and similar technologies as described in the Cookie Policy
- International data transfers where necessary for service provision

11. Governing Law and Jurisdiction

11.1 Governing Law

These Terms shall be governed by and construed in accordance with the laws of **Switzerland**, without regard to conflict of law principles.

11.2 Jurisdiction

Any disputes arising from or relating to these Terms or the Website shall be subject to the **exclusive jurisdiction of the courts of Zürich, Switzerland**.

11.3 European Users

Nothing in this section affects your statutory rights as a consumer under mandatory EU consumer protection laws, if applicable.

12. Dispute Resolution

12.1 Informal Resolution

Before initiating formal proceedings, you agree to:

1. Contact us in writing describing the dispute
2. Attempt to resolve the matter through good-faith negotiation
3. Allow 30 days for resolution efforts

12.2 Arbitration (Optional)

For disputes that cannot be resolved informally, parties may agree to binding arbitration under the rules of:

- Swiss Chambers' Arbitration Institution

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- Seat of arbitration: Zürich, Switzerland
- Language: English

12.3 Small Claims

Either party may bring qualifying claims in small claims court instead of arbitration.

12.4 Class Action Waiver

You agree to bring claims only in your individual capacity and not as a member of any class or representative action.

13. Term and Termination

13.1 Term

These Terms remain in effect while you access or use the Website.

13.2 Termination by You

You may discontinue use of the Website at any time. If you have an account, you may request account closure.

13.3 Termination by Us

We may suspend or terminate your access immediately, without notice, for:

- Violation of these Terms
- Fraudulent, abusive, or illegal activity
- Harm to us, other users, or third parties
- Any reason at our sole discretion

13.4 Effect of Termination

Upon termination:

- Your license to use the Website ends immediately
- Sections that by nature should survive will continue (disclaimers, limitations, indemnification, governing law)
- We may delete your account and content
- Outstanding obligations remain enforceable

14. Miscellaneous Provisions

14.1 Entire Agreement

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These Terms, together with the Privacy Policy and Cookie Policy, constitute the entire agreement between you and us regarding the Website and supersede all prior agreements.

14.2 Severability

If any provision of these Terms is found invalid or unenforceable, the remaining provisions shall remain in full force and effect. The invalid provision shall be modified to achieve maximum enforceability.

14.3 No Waiver

Our failure to enforce any provision does not constitute a waiver of that provision or any other provision. No waiver shall be effective unless in writing.

14.4 Assignment

You may not assign or transfer these Terms or your rights without our prior written consent. We may assign or transfer these Terms without restriction.

14.5 Force Majeure

We shall not be liable for failure or delay in performance due to circumstances beyond our reasonable control, including but not limited to:

- Natural disasters
- Acts of government or war
- Telecommunications or internet failures
- Pandemics or health emergencies
- Strikes or labor disputes

14.6 Notices

Notices to you may be provided by:

- Email to your registered address
- Posting on the Website
- General notification on the Website

Notices to us should be sent to the contact information in Section 16.

14.7 Relationship of Parties

These Terms do not create any partnership, joint venture, employment, or agency relationship between you and us.

14.8 Headings

Section headings are for convenience only and do not affect interpretation of these Terms.

15. Special Provisions for Regulated Industries

15.1 Financial Services Context

Given our focus on financial technology and regulatory matters:

- Website content is not financial advice or a financial product
- No recommendations or endorsements of financial services are made
- Information about regulations is for educational purposes only
- Engagement of professional services requires separate agreements

15.2 Regulatory Compliance

Users in regulated industries must:

- Ensure their use of the Website complies with applicable regulations
- Not rely on Website content for regulatory compliance decisions
- Seek appropriate regulatory guidance when necessary

16. Contact Information

For questions, concerns, or notices regarding these Terms:

Oleksandr Potapenko

Email: oleksandr@potapenko.email

Address: Zürich, Switzerland

17. Language

These Terms are provided in English. Any translations are for convenience only. In case of conflict, the English version prevails.

18. Acknowledgment

BY USING THE WEBSITE, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THESE TERMS OF USE.

OLEKSANDR POTAPENKO

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