

Warren Mobile App - Terms and Conditions

Last Updated: February 20, 2025

1. Introduction

Welcome to Warren, a mobile application ("App") provided by Warren BV ("Warren", "we", "us", "our"), a private limited liability company (besloten vennootschap or BV) incorporated, organized, and existing under the laws of Belgium, with registered seat at Lierenhoek 5, 9572 Lierde (Belgium).

These Terms and Conditions ("Terms") govern your access to and use of the Warren App and all related services, including our AI-based wealth advisory features and pension fund management tools (collectively, the "Services"). By installing, accessing, or using our App, you acknowledge that you have read, understood, and agree to be bound by these Terms. If you do not agree to these Terms, please do not use the App.

2. Definitions

In these Terms, the following definitions apply:

- **"Account"**: Your registered account on the Warren App.
- **"Content"**: All information, text, data, graphics, images, advice, recommendations, and other materials displayed on or available through the Services.
- **"Employer"**: The company or entity that has entered into an agreement with Warren for the provision of pension fund services.
- **"Member"**: An individual employee who is eligible to participate in the pension fund managed by Warren through their Employer.
- **"Personal Data"**: Any information relating to an identified or identifiable natural person as defined under the GDPR.
- **"SuperFintelligence™"**: Warren's proprietary AI-driven wealth advisory system.
- **"User"**: Any individual who downloads, installs, registers with, or uses the App (including Members).

3. Eligibility and Registration

3.1 Eligibility

To use the Warren App, you must:

- Be at least 18 years old

- Have full legal capacity to enter into these Terms
- Be a resident of Belgium
- Be an employee of an Employer that has contracted with Warren, or otherwise be authorized by Warren to use the App

3.2 Account Registration

To access the Services, you need to create an Account by:

- Providing accurate, current, and complete information
- Creating secure login credentials
- Maintaining and promptly updating your Account information

3.3 Account Security

You are responsible for:

- Maintaining the confidentiality of your login credentials
- All activities that occur under your Account
- Notifying Warren immediately of any unauthorized use or security breach

4. Services Description

4.1 Pension Fund Services

Warren provides a digital platform for multi-employer pension fund management, allowing you to:

- View your pension fund details and contributions
- Access information about your pension benefits
- Track the performance of your pension investments
- Receive notifications about your pension account

4.2 AI Wealth Advisory Services

Our AI-powered wealth advisory services ("SuperFintelligence™") offer:

- Personalized financial insights and recommendations
- Educational content to improve financial literacy
- Investment guidance based on your financial profile
- Automated financial planning tools

4.3 Service Limitations

You acknowledge and agree that:

- Warren does not provide legal, tax, or accounting advice
- All investment recommendations are for informational purposes only

- Warren cannot guarantee specific financial outcomes or investment returns
- Services may vary based on your Employer's agreement with Warren

5. User Conduct

5.1 Acceptable Use

You agree to use the App and Services only for lawful purposes and in accordance with these Terms. You shall not:

- Violate any applicable laws or regulations
- Interfere with or disrupt the Services or servers
- Attempt to gain unauthorized access to the Services
- Use the Services for any fraudulent or deceptive purposes
- Upload viruses or other malicious code
- Collect or harvest personal information of other users

5.2 Content Guidelines

When interacting with our Services, you agree not to submit content that:

- Infringes on intellectual property rights
- Contains unlawful, defamatory, or offensive material
- Includes personal or confidential information about others
- Promotes illegal activities or harmful behavior

6. Privacy and Data Protection

6.1 Privacy Policy

Our collection and use of your Personal Data is governed by our Privacy Policy, which is incorporated into these Terms by reference. By using the App, you consent to the data practices described in the Privacy Policy.

6.2 GDPR Compliance

Warren processes Personal Data in compliance with the General Data Protection Regulation (GDPR) and applicable Belgian data protection laws. As a data subject, you have:

- The right to access your Personal Data
- The right to rectify inaccurate Personal Data
- The right to erasure ("right to be forgotten")
- The right to restrict processing
- The right to data portability
- The right to object to processing
- Rights relating to automated decision-making and profiling

6.3 Data Security

Warren implements appropriate technical and organizational measures to protect your Personal Data against unauthorized or unlawful processing and accidental loss, destruction, or damage.

7. AI Features and Automated Processing

7.1 AI-Powered Services

You understand and acknowledge that:

- Warren uses artificial intelligence systems to provide personalized financial insights and recommendations
- Our AI systems analyze your financial information, app usage, and other data to generate personalized content
- While our AI systems are designed to be reliable, they may not be error-free

7.2 Automated Decision-Making

Where Warren employs automated decision-making that produces legal or similarly significant effects:

- You have the right to obtain human intervention
- You have the right to express your point of view
- You have the right to contest the decision
- Warren will provide simple ways to request these rights

7.3 AI Training and Improvement

You acknowledge that:

- Warren may use anonymized and aggregated data to train and improve our AI systems
- We employ privacy-preserving techniques when using data for AI training
- You can opt out of having your data used for AI improvement by contacting us

8. Intellectual Property

8.1 Warren's Intellectual Property

The App, Services, and all related content and materials, including but not limited to the SuperFintelligence™ system, software, text, graphics, logos, and images, are owned by or licensed to Warren and are protected by copyright, trademark, and other intellectual property laws. You may not:

- Copy, modify, reproduce, republish, or distribute any portion of the App

- Decompile, reverse engineer, or disassemble the App
- Remove any copyright, trademark, or other proprietary notices
- Use the Warren name, logo, or trademarks without prior written permission

8.2 License to Use

Warren grants you a limited, non-exclusive, non-transferable, revocable license to use the App for your personal, non-commercial use in accordance with these Terms.

8.3 Feedback

If you provide Warren with any feedback, suggestions, or ideas regarding the App or Services, you grant Warren an unlimited, irrevocable, perpetual, sublicensable right to use such feedback for any purpose without compensation or obligation to you.

9. Third-Party Services and Content

9.1 Third-Party Services

The App may integrate with or provide access to third-party services, websites, or content. Warren does not control these third parties and is not responsible for their content, privacy policies, or practices. Your interactions with such third parties are solely between you and the third party.

9.2 Third-Party Terms

Access to third-party services may be subject to separate terms and conditions. It is your responsibility to review and comply with any applicable third-party terms.

10. Disclaimers and Limitations of Liability

10.1 Service Disclaimers

THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

WARREN DOES NOT WARRANT THAT:

- THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE
- DEFECTS WILL BE CORRECTED
- THE APP OR SERVER ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS
- INFORMATION PROVIDED THROUGH THE SERVICES IS ACCURATE, COMPLETE, OR RELIABLE

10.2 Financial Disclaimers

WARREN DOES NOT GUARANTEE ANY FINANCIAL OUTCOMES OR INVESTMENT RETURNS. FINANCIAL MARKETS ARE SUBJECT TO FLUCTUATION, AND PAST PERFORMANCE IS NOT INDICATIVE OF FUTURE RESULTS.

ALL FINANCIAL INFORMATION AND RECOMMENDATIONS PROVIDED THROUGH THE APP ARE FOR INFORMATIONAL PURPOSES ONLY AND DO NOT CONSTITUTE FINANCIAL, LEGAL, TAX, OR INVESTMENT ADVICE.

10.3 Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WARREN SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, DATA, USE, OR GOODWILL, RESULTING FROM YOUR USE OF THE SERVICES OR INABILITY TO ACCESS OR USE THE SERVICES.

IN NO EVENT SHALL WARREN'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION EXCEED THE AMOUNT PAID BY YOU, IF ANY, FOR ACCESSING THE APP IN THE SIX (6) MONTHS PRIOR TO BRINGING THE CLAIM.

10.4 Exclusions

Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for certain damages. Accordingly, some of the above limitations and disclaimers may not apply to you.

11. Indemnification

You agree to indemnify, defend, and hold harmless Warren, its affiliates, officers, directors, employees, and agents from and against any claims, liabilities, damages, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising from:

- Your use of the Services
- Your violation of these Terms
- Your violation of any rights of a third party
- Your conduct in connection with the Services

12. Term and Termination

12.1 Term

These Terms will remain in full force and effect while you use the App or maintain an Account.

12.2 Termination by You

You may terminate your Account at any time by:

- Following the instructions in the App
- Contacting us at support@warren.eu

12.3 Termination by Warren

Warren may, in its sole discretion, suspend or terminate your access to the Services for any reason, including but not limited to:

- Violation of these Terms
- Suspected fraudulent, abusive, or illegal activity
- Risk to other users or third parties
- Discontinuation of the Services

12.4 Effect of Termination

Upon termination:

- Your right to access and use the Services will immediately cease
- Warren may delete your Account information and content
- Provisions of these Terms that by their nature should survive termination shall survive

13. Changes to Terms and Services

13.1 Modifications to Terms

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

- Posting the updated Terms on the App
- Sending a message to the email address associated with your Account
- Displaying a notice within the App

13.2 Effective Date of Changes

Changes to these Terms will become effective thirty (30) days after such notification. Your continued use of the Services after the effective date constitutes your acceptance of the modified Terms.

13.3 Changes to Services

Warren reserves the right to modify, suspend, or discontinue any part of the Services at any time without prior notice. We will not be liable to you or any third party for any modification, suspension, or discontinuation of the Services.

14. Dispute Resolution

14.1 Governing Law

These Terms shall be governed by and construed in accordance with the laws of Belgium, without regard to its conflict of law provisions.

14.2 Dispute Resolution Process

In the event of any dispute arising out of or relating to these Terms or the Services:

- The parties shall first attempt to resolve the dispute informally
- If informal resolution is not possible, the dispute shall be submitted to the exclusive jurisdiction of the competent courts of Ghent, Belgium

14.3 Class Action Waiver

TO THE EXTENT PERMITTED BY LAW, YOU AND WARREN AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION.

15. General Provisions

15.1 Entire Agreement

These Terms, together with the Privacy Policy and any other agreements expressly incorporated by reference, constitute the entire agreement between you and Warren concerning your use of the Services.

15.2 Severability

If any provision of these Terms is found to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that the Terms shall otherwise remain in full force and effect.

15.3 No Waiver

Warren's failure to enforce any right or provision of these Terms will not be considered a waiver of such right or provision.

15.4 Assignment

Warren may assign or transfer these Terms, in whole or in part, without restriction. You may not assign or transfer your rights under these Terms without Warren's prior written consent.

15.5 Force Majeure

Warren shall not be liable for any failure to perform its obligations where such failure is a result of acts of nature, fire, flood, earthquake, other natural disasters, terrorism, government actions, civil unrest, strikes, power failures, computer failures, or other events beyond its reasonable control.

15.6 Language

These Terms are drafted in English. Any translation into another language is provided for convenience only. In case of conflict between the English version and any translation, the English version shall prevail.

16. Contact Information

If you have any questions or concerns about these Terms or the Services, please contact us at:

Warren BV Lierenhoek 5 9572 Lierde Belgium Email: legal@warren.eu

17. Acknowledgment

By using the Warren App, you acknowledge that you have read these Terms, understand them, and agree to be bound by them.