

## WEBSITE TERMS OF USE

### 1 DEFINITIONS

- 1.1 For the purposes of these Website Terms of Use the following capitalised terms shall be defined as:

**"Account"** – Personalised Access using an email address and password to special features on the Website.

**"we", "our" or "us"** - Cap-It Issuer Limited.

**"Materials"** - publications, notices, documents, articles, information, briefings, newsletters and presentations on the Website.

**"Member"** – a natural person who is the owner and/or controller of an Account on [www.capit.co.uk](http://www.capit.co.uk).

**"Terms"** – Website Terms of Use.

**"You"** - any person who uses [www.capit.co.uk](http://www.capit.co.uk).

**"Website"** - [www.capit.co.uk](http://www.capit.co.uk)

### 2 TERMS OF USE

- 2.1 These Terms set out the rules on which we allow access to the Materials and are the terms and conditions on which we provide the text, software, database, format, documents, graphic and written work and all other content associated with the Materials published on the Website.
- 2.2 Please read these Terms carefully before using the Website. By using the Website, you agree to these Terms. Use of the Website includes, but is not limited to, accessing the Materials, creating an Account, subscribing for a Cap-It Certificate, or using any other service on the Website. All users of the Website must abide by these Terms.
- 2.3 Additional terms and conditions will apply to the purchase of a Cap-It Certificate. You agree to abide by these other terms and conditions when purchasing a Cap-It Certificate. If there is a conflict between these Terms and the terms and conditions posted for purchasing a Cap-It Certificate, the latter terms shall take precedence.
- 2.4 **THE MATERIALS ON THE WEBSITE ARE FOR GENERAL INFORMATION ONLY AND ARE NOT INTENDED TO PROVIDE FINANCIAL OR LEGAL ADVICE AND SHOULD NOT BE RELIED ON OR TREATED AS A SUBSTITUTE FOR SPECIFIC ADVICE RELEVANT TO PARTICULAR CIRCUMSTANCES. WE DO NOT ACCEPT RESPONSIBILITY OR LIABILITY TO USERS OR ANY THIRD PARTIES FOR LOSSES INCURRED AS A RESULT OF RELIANCE ON THE MATERIALS OR THEIR CONTENTS.**
- 2.5 By using the Website, you agree that you have read these Terms, our Key Information Document, Risk Statement and Privacy Policy, and that you fully understand the risks associated with purchasing a Cap-It Certificate.

### **3 CHANGES TO WEBSITE TERMS OF USE**

- 3.1 We may change these Terms from time to time. If we do, we may let you know about any material changes, either by notifying you on the Website or by sending you an email. Every updated version will be easily accessible on the Website. New versions of the Terms will never apply retroactively. If you access the Materials or use our Website, that means you accept the Terms.

### **4 ACCOUNTS**

- 4.1 You agree that all information provided by you to us is correct, current and complete.
- 4.2 Cap-It Issuer Limited or its service providers shall not be liable for any claims, losses, injuries, penalties, damages, costs or expenses arising from incorrect, out of date and incomplete information provided by you to us.
- 4.3 At present there is no fee payable for opening an Account. We reserve the right to introduce an Account fee in future.
- 4.4 An Account is not transferable.
- 4.5 We may suspend or place any limitations on your Account at any time if we believe it is appropriate to comply with our legal obligations. For more details about how your information may be used, please refer to the Cap-It Privacy Policy, which is available at <http://www.capit.co.uk/Privacy>.

### **5 ACCOUNT ELIGIBILITY**

- 5.1 This Website and all its Materials are intended solely for natural persons who are at least 18 years old. Any use of this Website by natural persons under 18 years old is a breach of these Terms. By accessing the Materials on the Website, you represent to us that you are at least 18 years old.
- 5.2 If any of the terms or conditions are breached in these Terms, we reserve the right to terminate any Account you may have access to, delete any content or information that you have posted on the Website and/or prohibit you from using or accessing the Materials or the Website (or any portion, aspect or feature of the Materials or the Website), at any time at our sole discretion, with or without notice, including without limitation if we believe that you are under 18.
- 5.3 Account holders will only become eligible to view financial promotions on the Website after having satisfied the eligibility requirements set out on the Website.

## **6 ACCOUNT SECURITY**

- 6.1 You are entirely responsible for maintaining the confidentiality of the information you hold for your Account, including your password, and for all activity that occurs under your Account as a result of your failing to keep this information secure and confidential.
- 6.2 You agree to notify us immediately of any unauthorised use of your Account or password, or any other breach of security. You may be held liable for losses incurred by Cap-It Issuer Limited, its service providers or any other user of the Website due to someone else using your Account password or Account as a result of your failing to keep your account information secure and confidential.
- 6.3 You may not use anyone else's Account at any time without the express permission and consent of the holder of that Account. We shall not be liable for any loss or damage arising from your failure to comply with these obligations.
- 6.4 By using the Website, you agree to:
- (i) provide correct, current and complete information about you as may be prompted by the registration process on the Website or otherwise requested by us;
  - (ii) maintain the security of your password;
  - (iii) maintain and promptly update your Account details, and any other information you provide to us, to keep it correct, current and complete;
  - (iv) promptly notify us regarding any material changes to information or circumstances that could affect your eligibility to continue to use the Website or Service or the terms on which you use the Website or Service; and
  - (v) be fully responsible for all use of your account and for any actions that take place using your Account.

## **7 PRIVACY**

- 7.1 By accessing the Materials or using our service you agree to these terms and our Privacy Policy. This can be viewed at [www.capit.co.uk/Privacy](http://www.capit.co.uk/Privacy).

## **8 TRADEMARKS AND INTELLECTUAL PROPERTY**

- 8.1 All copyright, trademarks and other intellectual property in or arising out of the Materials vests solely in us.
- 8.2 You agree not to modify, reproduce, copy, distribute, disclose to third parties or derive commercial use or benefit from the Materials without our prior written consent.

## **9 DISCLAIMERS**

- 9.1 While we endeavour to ensure that the information on the Website is accurate at the time it is included, we accept no obligation to ensure that the Materials are complete, accurate or up to date, or that the Website or its content will remain accessible.

- 9.2 Cap-It Issuer Limited or any of its service providers shall not be liable for any claims, losses, injuries, penalties, damages, costs or expenses arising from the use of, or inability to use, the Website or content on it or from any action taken, or omitted to be taken, as a result of using the Website or its contents.
- 9.3 We reserve the right to change all content contained on the Website and any services offered through the Website at any time without notice. Reference to any products, services, processes or other information, by trade name, trademark, manufacturer, supplier or otherwise does not constitute or imply endorsement, sponsorship or recommendation thereof, or any affiliation therewith, by the Company.

## 10 **INDEMNITY**

- 10.1 You agree to indemnify Cap-It Issuer Limited against all costs, claims, proceedings, demands, losses, damages, expenses or liability whatsoever arising directly or indirectly as a result of any breach of these Terms by you and any negligence or breach of duty by you.

## 11 **GOVERNING LAW; VENUE AND JURISDICTION**

- 11.1 These terms shall be construed in accordance with the laws of England and we and you each submit irrevocably to the exclusive jurisdiction of the English Courts.
- 11.2 You agree not to use or permit the use of the Materials for any illegal purpose or to use the Materials in such a manner as would bring us or our business into disrepute.
- 11.3 Nothing in these terms shall operate to exclude or restrict liability based on fraud or reckless disregard of professional obligations or any other liability that cannot be excluded or restricted by applicable laws or regulations.