

Truffle Invest Website Terms and Conditions

Version: February 2020

Please read these Terms and Conditions carefully before you start to use the Website. By using the Website, you accept these Terms and Conditions and agree to comply with them. If you do not agree to these Terms and Conditions, please do not use the Website.

1. General Terms of Use

- 1.1 The Website is operated by Truffle Invest Ltd ("Truffle", the "Company"). Truffle is registered in England and Wales under company number 11276896 and the Company's registered office is at 67 Wingate Square, London, SW4 0AF.
- 1.2 These Terms and Conditions (together with the documents referred to in it) set out the terms on which you may use the Truffle Website, www.truffleinvest.com and any of its sub-domains (collectively referred to as the Company's "Website"). Use of the Website includes accessing, browsing or registering to use the Website.
- 1.3 Note that for registered users, additional Terms and Conditions apply with regards to use of the Company's investment platform (the "Platform") – these are available on the Platform during registration. Note that the Platform and the terms associated with its use are distinct from the Website.
- 1.4 The material contained on this Website contains general information only and does not constitute investment, legal or other professional advice. While every care has been taken in the preparation of the information on this site, readers are advised to seek specific legal advice in relation to any decision or course of action.
- 1.5 Neither the transmission of any material, nor the receipt of any material, is intended to create, nor should such transmission or receipt be taken as creating, a relationship between Truffle Invest Ltd and the recipient.
- 1.6 You may choose to register with the Company and to provide as a minimum your name and e-mail address. The details provided by you on registration or changed at any later time must be correct and complete. The Company's use of your personal information submitted to us via the Website or otherwise is governed by the Company's Privacy Notice.

2. Changes to these Terms and the Website

- 2.1 The Company may revise these Terms and Conditions at any time. Please check the Terms and Conditions from time to time to take notice of any changes made as they are binding on you. By continuing to use the Website, you agree to be bound by the updated terms.
- 2.2 The Company may update the Website or change its content from time to time. However, the content on the Website may be out of date at any given time and the Company is under no obligation to update it. The Company does not guarantee that the Website, or any content on it, will be free from errors or omissions.

Truffle Invest Ltd is an Appointed Representative (FRN 816214) of Met Facilities LLP which is authorised and regulated by the Financial Conduct Authority (FRN 587084). Truffle Invest Ltd is registered in England with registered company number 11276896 and registered office at Truffle Invest Ltd, 67 Wingate Square, London, SW4 0AF.

3. Website Access

- 3.1 It is not guaranteed that the Website, or any content on it, will always be available or be uninterrupted. Access to the Website is permitted on a temporary basis. The Company may at its sole discretion suspend, withdraw, discontinue or change all or any part of the Website without notice. The Company will not be liable to you if for any reason the Website is unavailable at any time or for any period.
- 3.2 You are responsible for making all arrangements necessary for you to have access to the Website.
- 3.3 You are responsible for ensuring that all persons who access the Website through your internet connection are aware of these Terms and Conditions and other applicable Terms and Conditions and that they comply with them.
- 3.4 The Website is directed to people residing in the United Kingdom. The Company does not represent that content available on or through the Website is appropriate or available in other locations. The Company may limit the availability of the Website or any service or product described on the Website to any person or geographic area at any time. If you choose to access the Website from outside the United Kingdom, you do so at your own risk.

4. Intellectual Property Rights

- 4.1 The Company is the owner or the licensee of all intellectual property rights in the Website, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved. All trade marks, service marks, trade names and logos contained on this Website belong to their respective owners.
- 4.2 Unless indicated to the contrary, copyright or other intellectual property rights in the material on this site is owned by or licensed to the Company. Except as provided by any relevant legal provision, no part of any this material may be reproduced, adapted, stored in a retrieval system or transmitted without the prior written permission of the copyright owner. You may do the following with the material on this site, unless otherwise indicated :store a reproduction of the material on your local computer for the sole purpose of viewing the material; -print hard copies of the material for informational, non-commercial use. All other rights are reserved.

5. No Reliance

- 5.1 Although the Company makes reasonable efforts to update the information on the Website, the Company make no representations, warranties or guarantees, whether express or implied, that the content on the Website is accurate, complete or up-to-date.
- 5.2 The Company and the Company's service providers make no warranty that; the Website will meet your requirements; use of the Website will be uninterrupted, timely, or error-free; the results that may be obtained from the use of the Website will be accurate or reliable; the quality of any products, services, information, or other material purchased or obtained by you through the Website will meet your expectations; or any errors in the technology will be corrected.
- 5.3 **6.3** Any material downloaded or otherwise obtained through your use of the Website is done at your own discretion and risk and you are solely responsible for any damage to your

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Company's computer system or loss of data that results from the download of any such material. No advice or information, whether oral or written, obtained by you from us or any of the Company's service providers through or from the Website will create any warranty not expressly stated in these terms or in the Company's service agreements.

6. Limitation of Liability

- 6.1 Nothing in these Terms and Conditions excludes or limits the Company's liability for death or personal injury arising from the Company's negligence, or the Company's fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by English law.
- 6.2 To the extent permitted by law, the Company exclude all conditions, warranties, representations or other terms which may apply to the Website or any content on it, whether express or implied.
- 6.3 The Company will not be liable to any user for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with: use of, or inability to use, the Website; or use of or reliance on any content displayed on the Website.
- 6.4 If you are a business user, please note that in particular, the Company will not be liable for: loss of profits, sales, business, or revenue; business interruption; loss of anticipated savings; loss of business opportunity, goodwill or reputation; or any indirect or consequential loss or damage.
- 6.5 If you are a consumer user, please note that the Company only provides the Website for your domestic and private use. You agree not to use the Website for any commercial or business purposes, and the Company have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- 6.6 The Company will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of the Website or to your downloading of any content on it, or on any Website linked to it.
- 6.7 The Company assumes no responsibility for the content of Websites linked on the Website. Such links should not be interpreted as endorsement by us of those linked Websites. The Company will not be liable for any loss or damage that may arise from your use of them.

7. Prohibited Use

- 7.1 You may not use the Website for illegal or unlawful or malicious activities, or for activities that the Company deem improper for any reason whatsoever in the Company's sole judgement. This includes, without limitation, the laundering of the proceeds of any unlawful activity, the financing of terrorism, the commission of fraud or market manipulation, or the harassing or making disparaging comments to any user of the Website. The Company reserve the right to take preventative or corrective actions to protect us and the Company's users.

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7.2 The Company does not guarantee that the Website will be secure or free from bugs or viruses. You are responsible for configuring your information technology, computer programmes and platform in order to access the Website. You should use your own virus protection software.

7.3 You must not misuse the Website by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to the Website, the server on which the Website is stored or any server, computer or database connected to the Website. You must not attack the Website via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. The Company will report any such breach to the relevant law enforcement authorities and the Company will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use the Website will cease immediately.

8. Linking to the Website

8.1 You may link to the home page of the Website, provided you do so in a way that is fair and legal and does not damage the Company's reputation or take advantage of it. You must not establish a link in such a way as to suggest any form of association, approval or endorsement on the Company's part where none exists.

8.2 You must not establish a link to the Website in any Website that is not owned by you. The Website must not be framed on any other site, nor may you create a link to any part of the Website other than the home page.

8.3 The Company reserve the right to withdraw linking permission without notice.

8.4 If you wish to make any use of content on the Website other than that set out above, please contact info@truffleinvest.com

9. Other

9.1 Where the Website contains links to other sites and resources provided by third parties, these links are provided for your information only. The Company have no control over the contents of those sites or resources.

9.2 Each of the provisions of these Terms and Conditions is distinct and severable from the others. If at any time one or more of those provisions is or becomes invalid, unlawful or unenforceable (whether wholly or partly), the validity, lawfulness and enforceability of the remaining provisions (or the same provision to any other extent) will not be affected or impaired in any way.

9.3 These Terms and Conditions, their subject matter and their formation (and any non-contractual disputes or claims), are governed by the law of England and Wales.

9.4 To contact us, please email info@truffleinvest.com

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