

Website Agreement

Introduction

In these Terms, “**we**”, “**our**” and “**us**” means PrimaryBid Limited. We are authorised and regulated by the Financial Conduct Authority of 12 Endeavour Square, London E20 1JN, United Kingdom under firm reference number 779021. Our registered office is at 5th Floor, Office B3, 80 Victoria Street, Cardinal Place, London, United Kingdom, SW1E 5JL. We are registered as a limited company in England and Wales, under company registration number 08092575. We are also registered with the Information Commissioner's Office and appear in the Data Protection Register under number ZA207857.

In these Terms “**you**” and “**your**” means any person who accesses and uses this website (the “**Website**”).

Contact us

If you have any queries in relation to these Terms or the Website or wish to contact us for any other reason, please email our customer service team at enquiries@primarybid.com or call them on 020 3026 4750.

ACCEPTANCE OF THESE TERMS

YOUR ACCESS TO AND USE OF THE WEBSITE IS SUBJECT TO AND GOVERNED BY THESE TERMS. BY ACCESSING THE WEBSITE, YOU ARE AGREEING TO BE BOUND BY THESE TERMS.

IF YOU DO NOT WISH TO BE BOUND BY THESE TERMS THEN YOU SHOULD CEASE SUCH ACCESS AND/OR USE IMMEDIATELY. IF YOU BREACH ANY PROVISION OF THESE TERMS THEN YOUR RIGHT TO ACCESS AND USE THIS WEBSITE SHALL CEASE IMMEDIATELY.

These Terms must be read in conjunction with the following documents which together form the contract between you and us. It is important that you read all of these documents carefully:

- **our Privacy Policy; and**
- **our Cookie Policy.**

Changes to these terms

We may amend these Terms from time to time without notice and such amendments will be effective from the date that they are posted on this Website. Your continued use of this Website will constitute your acknowledgement of the amended Terms.

Our website is only for users in the UK

This Website is directed at residents of the United Kingdom. We make no warranty or representation that any product or service referred to on this Website and/or any service we provide is available or otherwise appropriate for use outside of the United Kingdom. If you choose to use this Website from locations outside the United Kingdom, you do so at your sole risk and you are responsible for compliance with all applicable local laws.

Availability of this website

We give no warranty as to the uninterrupted availability of this Website. We reserve the right to suspend, restrict or terminate your access to this Website at any time.

We may from time to time amend the content on this Website without notice. We may also transfer our rights and obligations under these Terms to another organisation.

Permitted use

You may not use this Website:

- in any unlawful, fraudulent or commercial manner, or in a way which infringes another person's rights;
 - to create, check, confirm, update, modify or amend your own or another person's databases, records or directories; or
- in a way that interferes with, disrupts or imposes an unreasonable or disproportionately large burden on our communications and technical systems as determined by us.

You may not tamper with, modify, reverse engineer or amend any part of this Website, nor operate a link to this Website without our prior written permission. We may require you to

immediately remove any link to this Website at any time and we may withdraw any previously given permission at any time.

Intellectual Property Rights

The copyright in the information, content, material and data displayed on this Website belongs to us or the relevant third party. Images displayed on this Website are protected by copyright and may not be reproduced or appropriated in any manner without the prior written consent of their respective owner(s). You may temporarily print, copy, download or store extracts of information, content, material and data displayed on this Website for your own personal use, provided that:

- it may not be used for any commercial purposes or sold or transferred to any third party;
- the copy retains any copyright or other intellectual property notices contained in the original material and the status of us or the relevant third party as the author of such information, content, material or data is acknowledged;
- it may not be excerpted, utilised, used, reproduced, published, re-formatted and/or displayed on any other website without our prior written consent;
- you must not modify the paper or digital copies of such information, content, material or data; and
- no logos, trademarks or service marks displayed on this Website may be printed or downloaded, except as part of the text of which they form part.

All Intellectual Property Rights belong to us or the relevant third party and all such rights are reserved. “**Intellectual Property Rights**” means, without limitation, all copyright, design rights, patents, inventions, logos, business names, trading names, service marks and trademarks, internet domain names, moral rights, rights in databases, data, source codes, software, specifications, know-how, processes and business methods (in all cases whether registered or unregistered and including all rights to apply for registration) in and relating to this Website (including the content displayed on it).

Limitation of liability

Nothing in these Terms excludes or limits our liability for death or personal injury caused by our negligence or for our fraud or fraudulent misrepresentation, or for any matter for which it is not permitted by law to exclude or limit, nor do we seek to exclude our duties or liabilities under the Financial Services and Markets Act 2000.

Whilst we endeavour to ensure that all content on this Website is accurate, we are not responsible or liable for any loss or damage which you may suffer or incur in respect of any content displayed on this Website or any third party website. Such content may be inaccurate, incomplete or out of date and it is your responsibility to check that such content is accurate, complete, correct and up-to-date.

Any views, opinions, advice, reviews, ratings or comments on this Website or any third party websites which are made by third parties do not represent our views, opinions or advice. We are not responsible or liable for any loss or damage you may suffer or incur in connection with such content.

We do not warrant or guarantee that this Website, any third party website or any content on this Website or any third party website is free from viruses, spyware, malicious software, trojans, worms, logic bombs or anything else which may have a harmful effect on any technology. You should use appropriate virus checking software. We are not responsible or liable for any loss or damage which you may suffer in this regard where caused by a third party. We are not responsible or liable for any loss or damage which you may suffer from:

- your use of this Website which is caused by any event beyond our reasonable control (including the electronic transmission of content over the internet and the interception or decryption of it by others);
- your use of this Website (including any loss of savings you expect to make, loss of business or business opportunity, or loss of profit or revenue);
- use of this Website which was not foreseeable by us when you used this Website; or
- your inability to access and use this Website for any reason.

Exclusion of liability

You should carefully read all the features and terms and conditions of any product or service before applying for it.

Any third party websites accessed by you via links on this Website are owned and operated by third parties over whom we do not have control. You access and use these third party websites at your sole risk and discretion. You are solely responsible for any use of these third party websites and for any decision whether or not to obtain any of the products or services available on such websites. Any links to third party websites are provided for your interest and convenience only. We do not endorse, recommend or accept responsibility for such third parties, their products or services, their websites or for any information, opinions or views given or advice provided by such third parties (whether on their websites or otherwise). We are not responsible for any loss or damage which you may suffer in connection with your use of any third party websites or for any acts, omissions, errors or defaults of any third party in connection with their website.

Your use of any third party website will be governed by the terms and conditions of use and privacy policy applicable to that website. Such terms and conditions of use and privacy policy will be different from these Terms and our Privacy Policy. It is your responsibility to ensure that you understand and agree with the terms and conditions of use and privacy policy of any third party website before using that website. We are not responsible for any loss or damage which you may suffer in connection with such terms and conditions or privacy policy or for any acts, omissions, errors or defaults of any third party in connection with those terms and conditions and/or privacy policy.

Any views, opinions, advice or assistance which is given or provided to you by a third party after you have used this Website do not represent our views, opinions, advice or assistance and are not endorsed by us. We do not endorse, recommend or take responsibility for any third party who provides you with any views, opinions, advice or assistance. You act or refrain from acting on any third party's views, opinions, advice or assistance at your sole risk and sole discretion and you are solely responsible for any decision to act or refrain from acting on such views, opinions, advice or assistance. We are not responsible for any loss or damage which you may suffer in connection with such views, opinions, advice or assistance including in relation to their accuracy, truthfulness or completeness or for any acts, omissions, errors or defaults of any third party in connection with such views, opinions, advice or assistance.

There may be products or services available elsewhere than this Website which may be more appropriate or suitable for you.

Nothing on this Website is, or shall constitute, financial, investment or other advice or a recommendation or endorsement by us in respect of any product or service. Information contained on this Website is provided for general information purposes only so that you can consider which product or service you feel is most appropriate for you. You should always check the suitability of the product or service that is of interest to you and the decision whether or not to obtain a product or service is your decision solely. We suggest that you take independent professional advice before you obtain any product or service via this Website if you are in any doubt as to the suitability of any product or service referred to on this Website.

Nothing on this Website is, or shall constitute, an offer by us (or by any third party) to sell to you any product or service or to enter into any contract with you in respect of any product or service.

Your responsibilities

You must take all reasonable precautions (including the use of appropriate virus checking software) to ensure that any information, content, material or data which you provide is free from viruses, spyware, malicious software, trojans, worms, logic bombs and anything else which may have a contaminating, harmful or destructive effect on any part of this Website or the websites of third parties or any other technology.

You must ensure that all material you provide is correct, complete, accurate and not misleading and that you disclose all relevant facts. We do not accept any responsibility for any loss or damage which you may suffer if any information, content, material or data you provide is not correct, complete and accurate or if it is misleading or if you fail to disclose all relevant facts.

You must get permission from any other person about whom you propose to provide information before you provide it. In submitting any other person's details, you are confirming to us that you have their permission to do so and that they understand how their details will be used.

You are solely responsible and liable for your conduct on this Website and you will be liable to us for any damage, loss, claim, demand, liability or expense (including reasonable legal fees) that we may suffer or incur arising out of or in connection with your conduct on this Website.

Telephone calls

Telephone calls that you make to us may be monitored and/or recorded. This will help us to train our staff and improve our service to you and recordings will only be used under proper and careful supervision. All calls will be charged at local rates.

Privacy and cookies

We process information about you in line with our Privacy Policy. By using this Website, you are consenting to the way in which we process and deal with your personal information.

Additionally, we use Cookies and other tracking mechanisms in order to improve our services and your experience when using our Website. Please refer to our Cookie Policy for more information on how we use cookies and other tracking mechanisms.

Miscellaneous

If any provision of these Terms is held to be unlawful, invalid or unenforceable then that provision shall be deemed deleted from these Terms and the validity and enforceability of the remaining provisions of these Terms shall not be affected.

These Terms constitute the entire agreement between you and us in respect of your access to and use of this Website and supersedes any prior agreements (including any previous terms of use of this Website).

No failure or delay by us in exercising any right under these Terms will operate as a waiver of that right nor will any partial exercise by us of any right preclude any further exercise of any right.

Governing law

These Terms and your access to and use of this Website, along with any non-contractual obligations arising out of or in connection with these Terms, shall be governed by and interpreted in accordance with English law.

Jurisdiction

Each of you and us submits to the exclusive jurisdiction of the courts of England and Wales in connection with these Terms and your access to and use of this Website (including any claims or disputes).