

NUTMEG

WEBSITE TERMS AND CONDITIONS

The use of www.nutmeg-uk.com (“Website”) and any correspondence by e-mail between us and you are subject to the following terms and conditions.

Please read these terms carefully before using this Website.

These terms are issued by Nutmeg UK Limited a limited company registered in England and Wales under company number 03885731 and have our registered office at Registered Office: Suite 1, Third Floor, 11-12 St James’s Square, London SW1Y 4LB (“the Company”).

The Company VAT number is 824417145.

Using this Website indicates that you accept these terms regardless of whether or not you choose to register with us. If you do not accept these terms, do not use this Website.

These terms of use refer to our Privacy Policy, which also apply to your use of our site.

1. INTRODUCTION

1.1 You will be able to access most areas of this Website without registering your details with us. Certain areas of this Website notably the User Forum and the Download area are only open to our customers

1.2 The Company may update or change the Website from time to time and/or revise these terms and conditions at any time by updating this posting. You should check this Website from time to time to review the then current terms and conditions, because they are binding on you. Certain provisions of these terms and conditions may be superseded by expressly designated legal notices or terms located on particular pages at this Website.

1.3 You are responsible for ensuring that all persons who access the Website through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

1.4 This Website is intended to be for the use by business users and the by accessing the Website you are agreeing that you are acting for or on behalf of a business and not as a consumer.

2. LICENCE

2.1 You are permitted to print and download extracts from this Website on the following basis:

(a) no documents or related graphics on this Website are modified in any way;

(b) no graphics on this Website are used separately from accompanying text; and

(c) the Company's copyright notice and a permission notice appear in all copies as follows: "© Nutmeg UK Limited May 2018. Published by permission of the copyright owner."

(d) Use of any software, including program updates, that is made available to download from this Website is governed by the terms of the licence agreement, if any, which accompanies or is included with the software ("Licence Agreement"). The software is made available for download solely for use by end users in accordance with the Licence Agreement.

2.2 Unless otherwise stated, the copyright and other intellectual property rights in all material on this Website (including without limitation photographs and graphical images) are owned by the Company or its licensors. For the purposes of these terms and conditions, any use of extracts or software from this Website other than in accordance with paragraphs 2.1 and 2.2 above for any purpose is prohibited. If you breach any of the provisions in these terms and conditions, your permission to use this Website automatically terminates and you must immediately destroy any downloaded or printed extracts from this Website.

2.3 Subject to paragraphs 2.1 and 2.2, no part of this Website may be reproduced or stored in any other website or included in any public or private electronic retrieval system or service without the Company's prior written permission.

2.4 Any rights not expressly granted in these terms are reserved.

3. SERVICE ACCESS

3.1 While the Company endeavours to ensure that this Website is normally available 24 hours a day, the Company will not be liable if for any reason this Website is unavailable at any time or for any period.

3.2 Access to this Website may be suspended temporarily and without notice in the case of system failure, maintenance or repair or for reasons beyond the Company's control.

4. VISITOR MATERIAL AND CONDUCT

4.1 Other than personally identifiable information, which is covered under the Privacy Policy - any material you transmit or post to this Website will be considered non-confidential and non-proprietary. The Company will have no obligations with respect to such material. The Company and its designees will be free to copy, disclose, distribute, incorporate and otherwise use such material and all data, images, sounds, text and other things embodied therein for any and all commercial or non-commercial purposes.

4.2 You are prohibited from posting or transmitting to or from this Website any material:

(a) that is threatening, defamatory, obscene, indecent, seditious, offensive, pornographic, abusive, liable to incite racial hatred, discriminatory, menacing, scandalous, inflammatory, blasphemous, in breach of confidence, in breach of privacy or which may cause annoyance or inconvenience;

(b) for which you have not obtained all necessary licences and/or approvals;

(c) which constitutes or encourages conduct that would be considered a criminal offence, give rise to civil liability, or otherwise be contrary to the law of or infringe the rights of any third party, in the UK or any other country in the world; or

(d) which is technically harmful (including, without limitation, computer viruses, logic bombs, Trojan horses, worms, harmful components, corrupted data or other malicious software or harmful data).

4.3 You may not misuse the Website (including, without limitation, by hacking).

4.4 The Company will fully co-operate with any law enforcement authorities or court order requesting or directing the Company to disclose the identity or locate anyone posting any material in breach of paragraphs 4.2 or 4.3.

5. LINKS TO AND FROM OTHER WEBSITES

5.1 Links to third party websites on this Website are provided solely for your convenience. If you use these links, you leave this Website. The Company has not reviewed all of these third-party websites and does not control and is not responsible for these websites or their content. The Company therefore does not endorse or make any representations about them, or any material found there, or any results that may be obtained from using them. If you decide to access any of the third party websites linked to this Website, you do so entirely at your own risk.

5.2 If you would like to link to this Website, you may only do so on the basis that you link to, but do not replicate, the home page of this Website, and subject to the following conditions:

- (a) you do not remove, distort or otherwise alter the size or appearance of the Nutmeg logo;
- (b) you do not create a frame or any other browser or border environment around this Website;
- (c) you do not in any way imply that the Company is endorsing any products or services other than its own;
- (d) you do not misrepresent your relationship with the Company nor present any other false information about the Company;
- (e) you do not otherwise use any Nutmeg trade marks displayed on this Website without express written permission from the Company;
- (f) you do not link from a website that is not owned by you; and
- (g) your website does not contain content that is distasteful, offensive or controversial, infringes any intellectual property rights or other rights of any other person or otherwise does not comply with all applicable laws and regulations.

5.3 The Company expressly reserves the right to revoke the right granted in paragraph 5.2 for breach of these terms and to take any action it deems appropriate.

5.4 You shall fully indemnify the Company for any loss or damage suffered by the Company or any of its group companies for breach of paragraph 5.2.

6. DISCLAIMER

6.1 While the Company endeavours to ensure that the information on this Website is correct, the Company does not warrant the accuracy and completeness of the material on this Website. The Company may make changes to the material on this Website, or to the products and prices described in it, at any time without notice. The material on this Website may be out of date, and the Company makes no commitment to update such material.

6.2 The material at this Website is provided 'as is' without any conditions, warranties or other terms of any kind. Accordingly, to the maximum extent permitted by law, the Company provides you with this Website on the basis that the Company excludes all representations, warranties, conditions and other terms (including, without limitation, the conditions implied by law of satisfactory quality, fitness for purpose and the use of reasonable care and skill) which but for these terms and conditions might have effect in relation to this Website.

6.3 We do not guarantee that our site will be secure or free from bugs or viruses. You should use your own virus protection software.

7. LIABILITY

7.1 The Company, any other party (whether or not involved in creating, producing, maintaining or delivering this Website), and any of the Company's group companies and the officers, directors, employees, shareholders or agents of any of them, exclude all liability and responsibility for any amount or kind of loss or damage that may result to you or a third party (including without limitation, any direct, indirect, punitive or consequential loss or damages, or any loss of income, profits, goodwill, data, contracts, use of money, or loss or damages arising from or connected in any way to business interruption, and whether in tort (including without limitation negligence), contract or otherwise) in connection with this Website in any way or in connection with the use, inability to use or the results of use of this Website, any websites linked to this Website or the material on such websites, including but not limited to loss or damage due to viruses that may infect your computer equipment, software, data or other property on account of your access to, use of, or browsing this Website or your downloading of any material from this Website or any websites linked to this Website.

7.2 Nothing in this legal notice shall exclude or limit the Company's liability for (i) death or personal injury caused by negligence; (ii) fraud; (iii) fraudulent misrepresentation; or (iv) any liability which cannot be excluded or limited under applicable law.

7.3 If your use of material on this Website results in the need for servicing, repair or correction of equipment, software or data, you assume all costs thereof.

8. Miscellaneous

8.1 Neither the Company nor you intend any third party to have any benefit under these terms and conditions. We therefore agree that no third party shall have the right to enforce any term of these terms and conditions.

8.2 If at any time any part of these terms and conditions becomes void or unenforceable under any applicable law it shall be deemed to be deleted and the remaining provisions of these terms and conditions shall continue unaffected.

8.3 No provision of these terms and conditions shall be waived unless agreed to be waived by the Company in writing. If any provision is waived, then that waiver shall operate for that instance only and not future instances, unless agreed otherwise by the Company in writing.

8.4 These terms and conditions contain the entire agreement between you and the Company with respect to the Website and supersedes and replaces all other written and oral communications relating to the Website. You and the Company hereby confirm that neither of us have not relied upon any representations, communications or other matters which have not been expressly stated in these terms and conditions, whether as an inducement to enter into these terms and conditions or otherwise. Notwithstanding any provision to the contrary, nothing in this Agreement limits or excludes either Party's liability for fraudulent misrepresentations.

9. GOVERNING LAW AND JURISDICTION

9.1 These terms and conditions shall be governed by and construed in accordance with English law. Disputes arising in connection with this legal notice shall be subject to the exclusive jurisdiction of the English courts.

Issue Date: May 2018