

TERMS OF WEBSITE USE

These Terms of Use (together with the documents referred to in it) tells you the terms on which you may make use of our website www.depositsense.co.uk (our "site"), whether as a guest or a registered user. These Terms of Use apply whether you are accessing the site as a consumer or as an Adviser. An "**Adviser**" means an individual, partnership or limited company (including an independent financial adviser) acting in the capacity of an adviser to individual consumers or a person authorised to access our site on their behalf. Use of our site includes accessing, browsing, or registering to use our site.

Please read these Terms of Use carefully before you start to use our site, as these will apply to your use of our site. We recommend that you print a copy of this for future reference.

By using our site, you confirm that you accept these Terms of Use and that you agree to comply with them.

If you do not agree to these Terms of Use, you must not use our site.

OTHER APPLICABLE TERMS

These Terms of Use refer to our Privacy Policy, which sets out the terms on which we process any personal data we collect from you, that you provide to us, or which is provided to us by a third party acting on your behalf. By using our site, you consent to such processing and you warrant that all data provided to us, either directly by you or through an Adviser, is accurate.

The terms of business between the Adviser and the consumer set out the terms on which advice is given to consumers by the Adviser, and both parties' rights and obligations in relation to that advice. By using our site, you agree that you have complied with and shall continue to comply with the relevant terms of business that apply to you.

Our Acceptable Use Policy, sets out the permitted uses and prohibited uses of our site. When using our site, you must comply with this Acceptable Use Policy.

INFORMATION ABOUT US

www.depositsense.co.uk is a site operated by Deposit Sense Limited ("We"). We are a limited company registered in England and Wales under company number 07866175 and have our registered office at 74 Gartside Street, Manchester, M3 3EL. Our main trading address is Radway Business Park, Crewe, CW2 5PR. Our VAT number is 164 0409 22.

CHANGES TO THESE TERMS

We may revise these Terms of Use at any time by amending this page.

Please check this page from time to time to take notice of any changes we have made. Your continued use of our site will indicate your acceptance of the then current terms from time to time. Some of the provisions contained in these Terms of Use may also be superseded by provisions or notices published elsewhere on our site.

CHANGES TO OUR SITE

We may update our site from time to time, and may change the content at any time. However, please note that any of the content on our site may be out of date at any given time, and we are under no obligation to update it.

We do not guarantee that our site, or any content on it, will be free from errors or omissions.

ACCESSING OUR SITE

We do not guarantee that our site, or any content on it, will always be available or be uninterrupted. Access to our site is permitted on a temporary basis. We may suspend, withdraw, discontinue or change all or any part of our site without notice. We will not be liable to you if for any reason our site is unavailable at any time or for any period. From time to time, we may restrict access to some parts of our site, or our entire site, to users who have registered with us.

You are responsible for making all arrangements necessary for you, or where you are an Adviser, your clients, to have access to our site.

You are also responsible for ensuring that all persons to which you provide access to our site, including through your internet connection or from a link on your website, are aware of these Terms of Use and other applicable terms and conditions, and that they comply with them.

YOUR ACCOUNT AND PASSWORD

Where you are provided with a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party except with our prior written consent.

We have the right to disable any user identification code or password at any time, if in our reasonable opinion you, or any third party to which you have provided a user identification code or password, have failed to comply with any of the provisions of these Terms of Use or the Acceptable Use Policy.

If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us by writing to us at admin@depositsense.co.uk or Deposit Sense Limited, Radway Business Park, Crewe CW2 5PR.

INTELLECTUAL PROPERTY RIGHTS

We are the owner or the licensee of all intellectual property rights in our site, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

You may print off one copy, and may download extracts, of any page(s) from our site to which you have authorised access.

You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

Our status (and that of any identified contributors) as the authors of content on our site must always be acknowledged.

You must not use any part of the content on our site for commercial purposes without obtaining a licence to do so from us or our licensors.

If you print off, copy or download any part of our site in breach of these Terms of Use, your right to use our site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

NO RELIANCE ON INFORMATION

The content on our site is provided for general information only. It is not intended to amount to advice on which you should rely. We therefore disclaim all liability and responsibility arising from any reliance placed on such materials by any visitor to our site, or by anyone who may be informed of any of its contents. You must obtain professional or specialist advice, whether from the Adviser or otherwise, before taking, or refraining from, any action based on any content displayed on, or accessed via, our site. Having said that, nothing on our site shall endorse, recommend or guarantee the advice of any Adviser.

Although we make reasonable efforts to update the information on our site, any of the material on our site may be out of date at any given time, and we are under no obligation to update such material. We make no representations, warranties or guarantees, whether express or implied, that the content on our site is accurate, complete or up-to-date.

LIMITATION OF OUR LIABILITY

Nothing in these Terms of Use excludes or limits our liability for death or personal injury arising from our negligence, or our fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by English law.

The material displayed on our site is provided without any guarantees, conditions or warranties as to its accuracy. To the extent permitted by law, we exclude all conditions, warranties, representations or other terms, whether express or which might otherwise be implied by statute, common law or the law of equity.

We will not be liable for any direct, indirect or consequential loss or damage incurred by any user, 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, our site;
- use of or reliance on any content displayed on our site or any websites linked to it;
or
- use of or reliance on any professional or specialist advice obtained or provided by an Adviser or any third party.

If you are a business user, please note that in particular, we will not be liable for:

- loss of profits, contracts, sales, business, or revenue;
- business interruption;
- loss of anticipated savings;
- loss of data;
- loss of business opportunity, goodwill or reputation;
- wasted management or office time;
- any other loss or damage of any kind, however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable; or
- any loss or damage arising out of use of our site by a consumer or any contract entered into between you and a consumer.

Our site may include a link to your website. We assume no responsibility for and have no control over the content of your website and are not a party to (nor can we enforce the provisions of) any contract for services entered into between you and a consumer.

If you are a consumer, please note that we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

We 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 our site or to your downloading of any content on it, or on any website linked to it.

We assume no responsibility for the content of websites linked on our site. Such links should not be interpreted as endorsement by us of those linked websites. We will not be liable for any loss or damage that may arise from your use of them or any reliance you may place on any content displayed on them. We will not be liable for any loss or damage arising out of any contract between you and an Adviser. Furthermore, we are not responsible for the enforcement of any obligations arising out of a contract between you and an Adviser and we will have no obligation to mediate between the parties to any such contract.

UPLOADING CONTENT TO OUR SITE

Whenever you make use of a feature that allows you to upload content to our site, or to make contact with other users of our site, you must comply with the content standards set out in our Acceptable Use Policy.

You warrant that any such contribution does comply with those standards, and you will be liable to us and indemnify us from and against all losses, costs, claims, expenses or damages which we may incur or for which we may become liable as a result of any breach of that warranty. If you are a consumer, this means you will be responsible for any loss or damage we suffer as a result of your breach of warranty.

Any content you upload to our site will be considered non-confidential and non-proprietary, and we have the right to use, copy, distribute and disclose to third parties any such content for any purpose.

We also have the right to disclose your identity to any third party who is claiming that any content posted or uploaded by you to our site constitutes a violation of their intellectual property rights, or of their right to privacy.

We will not be responsible, or liable to any third party, for the content or accuracy of any content posted by you or any other user of our site.

We have the right to remove any posting you make on our site if, in our opinion, your post does not comply with the content standards set out in our Acceptable Use Policy. The views expressed by other users on our site do not represent our views or values.

VIRUSES

We do not guarantee that our site 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 our site. You should use your own virus protection software.

You must not misuse our site 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 our site, the server on which our site is stored or any server, computer or database connected to our site. You must not attack our site 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. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our site will cease immediately.

We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programmes, data or other proprietary material due to your use of our site or to your downloading of any material posted on it, or on any website linked to it.

LINKING TO OUR SITE

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our 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 our part where none exists.

You must not establish a link to our site in any website that is not owned by you.

Our site must not be framed on any other site, nor may you create a link to any part of our site other than the home page.

We reserve the right to withdraw linking permission without notice.

The website from which you are linking must comply in all respects with the content standards set out in our Acceptable Use Policy.

If you wish to make any use of content on our site other than that set out above, please contact admin@depositsense.co.uk.

THIRD PARTY LINKS AND RESOURCES IN OUR SITE

Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only.

We have no control over the contents of those sites or resources and accept no responsibility for them or for any loss or damage that may arise from your use of them.

APPLICABLE LAW

The English courts will have exclusive jurisdiction over any claim arising from, or related to, a visit to our site, although we retain the right to bring proceedings against you for breach of these conditions in your country of residence or any other relevant country. These Terms of Use are governed by English law.

ACCEPTABLE USE POLICY

This Acceptable Use Policy sets out the terms between you and us under which you may access our site. This Acceptable Use Policy applies to all users of, and visitors to, our site. Your use of our site means that you accept, and agree to abide by, all the policies in this Acceptable Use Policy, which supplement the Terms of Use.

Prohibited Uses

You may use our site only for lawful purposes. You may not use our site:

- In any way that breaches any applicable local, national or international law or regulation.
- In any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect.
- For the purpose of harming or attempting to harm minors in any way.
- To send, knowingly receive, upload, download, use or re-use any material which does not comply with our content standards.
- To transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam).
- To knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.

You also agree:

- Not to reproduce, duplicate, copy or re-sell any part of our site in contravention of the provisions of our Terms of Use.
- Not to access without authority, interfere with, damage or disrupt:
 - i) any part of our site;
 - ii) any equipment or network on which our site is stored;

- iii) any software used in the provision of our site; or
- iv) any equipment or network or software owned or used by any third party.

Content Standards

These content standards apply to any and all material which you contribute to our site ("**contributions**"), and to any interactive services associated with it.

You must comply with the spirit of the following standards as well as the letter. The standards apply to each part of any contribution as well as to its whole.

Contributions must:

- Be accurate (where they state facts);
- Be genuinely held (where they state opinions); and
- Comply with applicable law in the UK and in any country from which they are posted.

Contributions must not:

- Contain any material which is defamatory of any person;
- Contain any material which is obscene, offensive, hateful or inflammatory;
- Promote sexually explicit material;
- Promote violence;
- Promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
- Infringe any copyright, database right or trade mark of any other person;
- Be likely to deceive any person;
- Be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence;
- Promote any illegal activity;
- Be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety;
- Be likely to harass, upset, embarrass, alarm or annoy any other person;
- Be used to impersonate any person, or to misrepresent your identity or affiliation with any person;

- Give the impression that they emanate from us, if this is not the case; and/or
- Advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse.

Suspension and Termination

We will determine, in our discretion, whether there has been a breach of this Acceptable Use Policy through your use of our site. When a breach of this policy has occurred, we may take such action as we deem appropriate.

Failure to comply with this Acceptable Use Policy constitutes a material breach of the Terms of Use upon which you are permitted to use our site, and may result in our taking all or any of the following actions:

- Immediate, temporary or permanent withdrawal of your right to use our site;
- Immediate, temporary or permanent removal of any posting or material uploaded by you to our site;
- Issue of a warning to you;
- Legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach;
- Further legal action against you; and/or
- Disclosure of such information to law enforcement authorities as we reasonably feel is necessary.

We exclude liability for actions taken in response to breaches of this Acceptable Use Policy. The responses described in this policy are not limited, and we may take any other action we reasonably deem appropriate.

Changes to the Acceptable Use Policy

We may revise this Acceptable Use Policy at any time by amending this page. You are expected to check this page from time to time to take notice of any changes we make, as they are legally binding on you. Some of the provisions contained in this Acceptable Use Policy may also be superseded by provisions or notices published elsewhere on our site.

CONTACT US

If you have any concerns about material which appears on our site, please email admin@depositsense.co.uk.

Thank you for visiting our site.