

FIXI PLC Website Terms of Use

We would ask you to read this important information before proceeding further. It contains legal and regulatory information relevant to the material contained on this web site. By continuing to use this web site you acknowledge that the information has been brought to your attention.

The web site is hosted in the United Kingdom by FIXI plc ("FIXI") which is regulated in the conduct of its investment business by the Financial Conduct Authority ("FCA") www.fca.gov.uk/register

These terms of use as stated primarily refer to the browsing by visitors of the public areas of the web site, if you choose to access a non-public area (via a user name & password) we would refer you to our Privacy policy. In addition you should be aware that any trading application made available to users in the non-public area of the web site is supported by the operation of a "Java" applet. It is necessary for this function to be fully supported on any machine you use to access the web site, if you have any concerns or questions with regards to the technical aspects of this site they should be addressed to itadmin@fixi.com.

Foreign Jurisdictions

You are responsible for complying with local laws and regulations of the jurisdiction from which you access this web site. This web site should not be accessed in any jurisdiction where for any reason the publication or availability of this web site is prohibited. We do not represent that this web site complies with laws in all jurisdictions. If you are in doubt, you should seek legal advice and if necessary, terminate your use of this web site immediately.

No Solicitation

This information does not constitute an offer or solicitation in any jurisdiction and no representation is made or implied as to the suitability of any investment or investment services for prospective or existing investors. Prospective investors should inform themselves as to applicable legal requirements, exchange control and regulations and taxes in the countries of their citizenship, residence or domicile.

We provide the Content appearing on our Web Site on an "as is" basis and make no representations, warranties or conditions of any kind, express or implied, as to title, non-infringement, merchantability or fitness for purpose of the Content. In addition, neither FIXI Plc or its Directors, employees, representatives, agents or affiliated third parties warrant, or are empowered to warrant, that any of the Content is accurate, complete, current, reliable or suitable for any particular purpose. Furthermore, we do not warrant that any price information, either "real-time" or historic, provided on the site (both in public and non-public areas) is suitable for any investment or trading purpose. This web site is published solely for informational purposes and has no regard to the specific investment objectives, financial situation or particular needs of any person or corporation.

Disclaimer of Liability

To the maximum extent permitted by law, FIXI plc shall not be liable for any losses or damages whatsoever, whether in contract, tort (including negligence) or otherwise arising directly or indirectly related to your use of this web site, or from any interruption or delay in

access to this web site for whatever reason. FIXI plc will not be held liable for any damages or injuries arising out of your use of the information or data contained in this web site, including without limitation, damages relating to any, (i) error, omission, interruption, delay in operation or transmission, (ii) computer virus, (iii) failure or defect in any communication facilities, hardware or software, (iv) theft and destruction or unauthorized access to, alteration of, or use of information, whether resulting in whole or in part from the negligence or otherwise of FIXI plc for this site or for the content of any external links from this site. The entire contents of the www.fixi.com internet site (the "site") are subject to copyright with all rights reserved.

You may download or print individual sections of the site for your informational, non-commercial, non-profitable and personal use provided that you retain all copyright and other proprietary notices. You may not reproduce (in whole or in part), transmit (by electronic means or otherwise), modify, link into or use for any public or commercial purpose the site (or any part thereof) without the prior written permission of FIXI plc. Any approved reproduction must acknowledge the source. You are prohibited from posting or transmitting to or from this web site any material for which you have not obtained all necessary licences or approvals or 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) and it is your responsibility to ensure that whatever you download or select for your use from the site is free from such items.

FIXI plc has not reviewed any web sites which are linked to this web site and take no responsibility for the contents of such web sites, nor the products, services or other items offered through this site. Following links to any other web sites shall be entirely at your own risk. This site is established in England and shall be governed by the laws of England & Wales therefore your using or browsing of this site by you shall be deemed as your acceptance of these laws. A condition in using the site is that in the event of any dispute or proceeding you irrevocably submit to the exclusive jurisdiction of the English Courts and waive any objection to proceedings in such courts on the grounds of venue or the grounds that the proceedings have been brought in an inconvenient forum. If you have any questions about the content, style or other concerns about this web site we would ask you to contact us via webmaster@fixi.com. You should be aware that FIXI plc reserves the right to amend these terms without notice and recommends that regular visitors make periodic reviews to appraise themselves of any changes as users will be bound by any revisions made. Each time you use the site, a condition of use is that you comply with the above terms. These Terms of Use cannot be altered by you unless it is agreed in writing by us.

Mis-Use

This web site and its contents are provided solely for lawful purposes and any attempt to misuse this web site by any means including, but not limited to; hacking, defacing, altering or interfering with the front end "look and feel", obtaining or attempting to obtain unauthorised access to networks; or doing anything to impose large loads on the site etc; or using software etc. to interfere electronically or manually with the operation of this site shall be investigated and prosecuted to the maximum extent permissible by law.

Passwords Where you access non-public areas of this web site through the use of secure logins and passwords you warrant that any details, usernames, passwords or other means used to gain access to the site, shall at all times be kept separately and not disclosed to anyone without proper authority. Strict adherence to this policy is the sole responsibility of the user(s) and FIXI plc shall have no liability for any losses, harm or other effects however caused by a breach of such policy.

Restricting Access

FIXI plc reserves the right to restrict or withdraw access to this site without notice. Furthermore, FIXI plc has no obligation to provide or disclose reasons or explain why such action has been taken other than your statutory rights to information held about you as provided for by the Data Protection Act 1998 as detailed in the Privacy section above. Neither FIXI plc, directors, employees, agents or affiliated third parties shall not be liable for any losses or damages whatsoever, whether in contract, tort (including negligence) or otherwise arising directly or indirectly related to the restricting or withdrawing access to this web site for whatever reason. Miscellaneous No links to this web site are permitted without our prior written consent.