# Website terms of use



This website (financialservicescapital.com/financialservices-capital.com) is a website operated by Financial Services Capital Partners LLP ("FSC"). The information on the website is communicated both inside and outside the United Kingdom.

Financial Services Capital Partners LLP (FRN:845159) is an Appointed Representative of Duff & Phelps Securities Limited (FRN:466588) which is authorised and regulated by the Financial Conduct Authority ("FCA") Further details about the regulatory environment can be found on the Financial Conduct Authority website at http://www.fca.org.uk. FSC may disclose your personal data to its affiliated companies outside the European Economic Area for the purposes stated below.

This website does not constitute an offer or solicitation to any person in any jurisdiction to purchase or sell any investment. No information in this website should be construed as providing financial, investment or other professional advice. The information on the website is directed only at persons or entities in countries where such access of use of information contained herein is not contrary to local law or regulation. The content of this website has been approved and issued by FSC for general information purposes only.

The information, tools and materials presented in this website is provided for general informational purposes only. FSC does not use this website to provide investment or other advice, and no information or material available through the website is to be relied upon for the purpose of making or communicating investment or other decisions. This website does not intend to provide investment, tax or legal advice. FSC does not represent that the securities, financial instruments, products or services are suitable or appropriate for all investors. This website does not constitute an offer, invitation or solicitation to buy or sell any securities, financial instruments, investments or other services or engage in any other transaction and may not be relied upon in connection with any potential investment. An offer, invitation or solicitation will be made only through a final private placement memorandum, subscription agreement and other related documents with respect to a particular investment opportunity, and will be subject to the terms and conditions contained in such documents, including the qualifications necessary to become an investor.

#### Past Performance

Any performance data or comments expressed on this website are an indication of past performance. The website may contain statements that are forward looking. These statements include, but are not limited to, discussed related to FSC's expectations regarding performance of its business and other non-historical statements in discussion and analysis. These forward-looking statements are based on FSC's beliefs, as well as assumptions made by, and information currently available to, management. The words "believe," "anticipate," "estimate," "expect," "intend" and similar expressions may identify forward-looking statements. PAST PERFORMANCE IS NOT INDICATIVE OF FUTURE RESULTS,

and no representation is being made that any investment or transaction will or is likely to achieve profits or losses similar to those achieved in the past, or that significant losses will be avoided. FSC can give no assurance that any of its expectations will prove to have been correct and actual results may differ materially from expected results. We undertake no obligation to publicly update or revise any forward-looking statements, whether as a result of new information, future developments or otherwise, except as required by applicable law. The investment return and principal value of an investment may fluctuate significantly. Opinions and/or estimates reflect a judgment at the original date of publication by FSC and are subject to change without notice.

#### Use of Links

This website may contain links to third party web sites. These links are provided only as a convenience. The inclusion of any link is not and does not imply an affiliation, sponsorship, endorsement, approval, investigation, verification or monitoring by FSC of any information contained in any third party web site. In no event shall FSC be responsible for the information contained on that site or your use of or different from those applicable to your use of the website.

#### No Warranty

The website is provided on an "as is" and "as available" basis. FSC does not guarantee the accuracy, completeness, timeliness, reliability, suitability or usefulness of any portion of the website. FSC does not warrant that the website will be uninterrupted or error-free. FSC does not make any, and hereby specifically disclaims any and all, representations, endorsements, guarantees, and warranties, express or implied, regarding the website, including without limitation, any implied warranties of merchantability and fitness for a particular purpose.

### Your use of this website

These terms and conditions set out the terms on which you may make use of this website and apply to every page of this website, whether or not these terms and conditions appear on each individual page. Please read these terms and conditions carefully before you start to use this website. By using this website, you have indicated that you accept these terms and conditions and that you agree to abide by them. If you do not agree to these terms and conditions, please refrain from using this website.

You must NOT use this website (or permit or procure others to use it) as follows:

- a. for any unlawful, improper or illegal purpose or activity;
- to communicate or receive information that is obscene, indecent, pornographic, sadistic, cruel, or racist in content, of a sexually explicit or graphic nature, which promotes or incites discrimination, hatred or racism or which might be legally actionable for any reason;
- c. in a manner intended to threaten, harass, or intimidate;
- d. to violate FSC's or any third party's copyright, trademark, proprietary or other intellectual property rights;
- e. to damage FSC's name or reputation or that of FSC's affiliated companies or any third parties:
- f. to penetrate FSC's security measures or other entities' systems ("hacking");
- g. to introduce viruses, worms, harmful code and/or Trojan horses onto the internet or into this website or any other entity's systems and it is your responsibility to ensure that whatever you download or select for your use from this website is free from such items;
- to post or transmit information that is defamatory, fraudulent or deceptive; and/or I. to transmit confidential or proprietary information, except solely at your own risk.

When using this website, you must comply with all applicable local, national and international laws and regulations, including those related to data privacy, international communications and exportation of technical or personal data. It may be illegal to download the information contained on this website in certain countries and FSC and its affiliated companies disclaim all responsibility if you download any information from this website in breach of any law or regulation of the country in which you reside.

# Intellectual Property Rights

The entire contents of this website are subject to copyright with all rights reserved. The copyright, trademarks and all similar rights of this website and the contents, including all information, graphics, code, text and design, are owned by FSC (or its licensors).

You may download or print individual sections of the site for your personal use and information only provided that you ensure that all copyright notices and other proprietary notices are displayed on such downloaded or printed sections. 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 without the prior written permission of FSC.

Nothing on this website should be construed as granting any license or right in relation to any of our trademarks or those of our affiliated companies or any third party.

FSC, the FSC logo and other FSC trademarks and service marks referenced herein are trademarks and service marks of FSC.

The names of other companies and third-party products or services mentioned herein may be the trademarks or service marks of their respective owners. You are prohibited from using any marks for any purpose including, but not limited to use as metatags on other pages or sites on the World Wide Web without the written permission of FSC or such third party, which may own the marks

#### Your Personal Data

FSC may collect and process the following data about you in accordance with these terms and conditions:

- a. information that you provide by filling in any forms on this website:
- if you contact, or are contacted by, or meet with FSC, FSC may keep a record of that correspondence or meeting and may record telephone calls for regulatory compliance purposes; and
- details of your visits to this website and the materials and information that you access to ensure that content from this website is presented in the most effective manner for you and for your computer.

# Disclosure of your Personal Data

FSC may disclose your personal data to its affiliated companies outside the European Economic Area for the purposes stated above. FSC may also disclose your personal data to third parties located outside the European Economic Area.

- a. in the event that FSC sells or buys any business or assets, in which case FSC may disclose your personal data to the prospective seller or buyer of such business or assets;
- if FSC or substantially all of its assets are acquired by a third party, in which case personal data held by them about their clients will be one of the transferred assets; and
- c. if FSC is under a duty to disclose or share your personal data in order to comply with any legal obligation, or in order to enforce or apply the terms and conditions of this website or other agreements, or to protect the rights of FSC, its customers, or others.

By using this website, you consent to processing of your personal data in accordance with these terms and conditions and you warrant that all data provided by you is accurate.

#### Use of Cookies

FSC may obtain information about your general internet usage by using a cookie file which is stored on the hard drive of your computer for the purposes of systems administration and statistical analysis. Cookies contain information that is transferred to your computer's hard drive and help FSC to improve this website and to deliver a better and more personalised service to you, including by storing information about your preferences, when and how you navigate around the website, the documents you download from the website and to recognise you when you return to this website

You may refuse to accept cookies by activating the setting on your browser which allows you to refuse the setting of cookies. However, if you select this setting you may be unable to access certain parts of this website. By accepting these terms and conditions, unless you have adjusted your browser setting so that it will refuse cookies, you confirm that you consent to cookies being issued when you log on to this website.

## Limitation Of Liability

Under no circumstances will FSC, or any of its affiliated entities, subsidiaries, or its or their officers, directors, employees or agents (collectively, the "FSC Parties"), be liable for any loss or damage caused by your reliance on information obtained through the website. In no event shall any of the FSC Parties be liable for any direct, indirect, punitive, incidental, special or consequential damages arising out of or relating to the website, whether based on warranty, contract, tort, or any other legal theory.

## Indemnity

As a condition of your use of this website, you agree to indemnify and hold harmless FSC and its affiliates, and the partners and employees of FSC and its affiliates from and against any and all liabilities, claims, damages, losses or expenses, including legal fees and expenses, (together, "Losses") arising out of your access to or use of this website, save to the extent that FSC may not exclude or limit its own liability for such Losses pursuant to applicable laws or regulations. We reserve the right to assume the exclusive defence and control of any matter for which you are required to indemnify us, and you agree to cooperate with our defence of these claims

## Law and Variation

This website is established in England by FSC in accordance with and shall be governed by, and your browsing in and use of this website shall be deemed acceptance of, the laws of England and Wales. A condition of using this website 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 on the grounds that the proceedings have been brought in an inconvenient forum.

FSC may revise these terms and conditions at any time by amending this page. You are expected to check this page from time to time to take notice of any FSC terms and conditions, as they are binding on you.

Each time you use this website, a condition of use is that you comply with the above terms.

© Copyright 2020, FSC. All rights reserved.