

## Terms & Conditions

In these conditions, the following terms shall have the meanings set out beside them:

- 1.1 "Commencement" means the date an individual users account is activated;
  - 1.2 "CRIS" means the Client Referral and Information System comprised in the Service;
  - 1.3 "Customer" (client) means a purchaser or prospective purchaser of services;
  - 1.4 the "Password" means each and every of those password/s and user name/s chosen by the user from time to time in respect of its (and any of its employees') registration with the Service;
  - 1.5 the "Service" means the provision of an on-line service whereby Introducers are facilitated in referring Customers to third parties and whereby the Introducers can be kept informed in "real time" by the third party as to the progress with such Customers
  - 1.6 the "Registration Fee" means a charge agreed with CRIS.UK.Com for the registered users of the CRIS;
  - 1.7 the "Annual Management Charge" means a charge agreed with CRIS.UK.Com Limited for the registered individual users on all future anniversaries of their commencement date;
  - 1.8 A "Transaction Charge" means a charge agreed with CRIS.UK.Com Limited for each referral received by the user, via the CRIS, by a firm who has either registered using your code or requested that you be included within their panel of advisers; service
- 2.1 Subject to the following terms and conditions, CRIS.UK.Com Limited shall make the Service available to the user on a non-exclusive basis.
  - 2.2 The user shall register at least one of its employees as a user of the CRIS and may register any further number of employees as users of the CRIS;
  - 2.3 The user may, at their own cost, expense and risk enter into such arrangements as they sees fit with third parties with a view to soliciting Introductions from them through the CRIS;
  - 2.4 For the avoidance of any doubt, CRIS.UK.Com Limited:
    - 2.4:1 is not authorised and does not offer any financial or tax advice
    - 2.4:2 is not an "appointed representative" of any adviser
    - 2.4:3 does not act as agent for any user of the system under the terms of this agreement;
    - 2.4:4 may register and make the Service available to such other users as it sees fit;
    - 2.4:5 does not guarantee that the users will receive any or any particular level of Introductions through the Service; and
    - 2.4:6 may make such alterations to the CRIS as it sees fit; term
  3. This agreement shall commence on the Commencement Date and is thereafter subject to one (1) months' notice in writing by either party to the other given at any time (subject always to earlier termination under the terms hereof); fees
  - 4.1 The table of charges for all users are available upon request;

4.2 Notwithstanding any variations to the fees described above, as set out upon request, the fees applicable to the user shall remain fixed throughout the first 12 months after commencement. Thereafter CRIS.UK.Com Limited

shall be entitled to render fees in accordance with the amounts set out in the CRIS from time to time;

4.3 All fees are paid annually in advance unless otherwise agreed by CRIS.uk.Com Limited

5. CRIS.UK.Com Limited does not warrant that the CRIS will be continuously available but will use its reasonable endeavours to keep downtime to a minimum;

CRIS.UK.Com Limited warranties

6:1 The Service is made available over the internet which is a globalised decentralised network of computer systems. In consequence, CRIS.UK.Com Limited does not accept liability to the user for any unauthorised access to, or alteration of, theft or destruction of files, information or other materials of or relating to the user, its Customers, Introducers or otherwise;

6.2:2 Without prejudice to clause 6.2:1 above, CRIS.UK.Com Limited warrants to the Advisor that the CRIS is password protected and incorporates a "Secure Socket Layer" to encrypt all data passed to and from the CRIS.UK.COM servers. All servers are protected with the latest Cisco ASA firewalls running intrusion protection services. Our database servers run on a private VLAN and are not accessible to the outside world. All of our servers run in a clustered virtualised environment with auto-failover and load balancing features in place. We take entire snapshots of all of our servers every 2 hours and our backups are moved to a separate data centre once a day.

6.3 Although CRIS.UK.Com Limited does not warrant that the CRIS will be free from all known viruses it has used commercially reasonable efforts to check for the most commonly known viruses but the user is solely responsible for virus scanning the CRIS;

6.4 Subject only to clauses 6.1 to 6.3, CRIS.UK.Com Limited does not give any warranties in respect of the CRIS or the Service which are provided on an "as is", "with all faults" and (subject to clause 5) "as available" basis and

CRIS.UK.Com Limited hereby excludes all other warranties of any kind, whether express or implied, including but not limited to any implied warranties regarding quality or fitness for any purpose and regarding accuracy, timeliness, completeness and performance of the CRIS and the Service; obligations on the user.

7.1 The user shall:

7.1:1 register one of its employees to be the recipient of any and all Introductions which employee shall be responsible for allocating each Introduction to an employee of the user who is (1) registered as a user of the CRIS and (2) who is authorised to conduct Business. For the avoidance of doubt, no employee of the user shall service any Introduction unless such employee is registered as a user of the CRIS;

7.1:2 not make or permit to be made any addition to or modification or adjustment of the CRIS or remove any of the trademark or copyright notices thereon;

7.1:3 not disclose to or permit use by any third party of the Password provided always that the user shall forthwith advise CRIS.UK.Com Limited if the Password is (or the user believes the Password may have been) stolen, disclosed to a third party or used by a third party;

7.1:4 be solely responsible with Introducers to agree and settle between themselves any commission arrangements;

7.1:5 fully comply with its obligations towards Customers, Introducers and providers of financial services including complying with all applicable legislation, regulations and codes of practice (including without limitation the Data

Protection Act 1998, the Act and the Code);

7.1:6 not use the Service to send, or use or re-use any material which is unlawful, threatening, abusive, libellous or indecent or which infringes copyright or other rights of third parties or which contains any other form of illegal content.

## 8.0 Liability

8.1 CRIS.UK.Com Limited shall not be liable for any indirect or consequential loss or damage or for financial loss or damage, whether caused directly or indirectly, including but not limited to loss of business, profits, revenue or anticipated savings;

8.2 CRIS.UK.Com Limited shall be discharged of all liability to which these conditions apply unless proceedings are begun within three (3) months after the user became aware (or should reasonably have become aware) of the facts giving rise to such liability; termination or suspension.

9.0 CRIS.UK.Com Limited shall, without prejudice to any other remedy, be entitled, at its discretion, without liability to the user, by giving the user written notice at any time or times, to suspend its performance of this agreement

(including by de-activating the users use of the CRIS) or (whether or not such performance has previously been suspended) to terminate this agreement in whole or in part if:

9.1:1 the user fails to make any payment when and as due or otherwise defaults in any of its obligations under this agreement;

9.1:2 is unable to pay its debts in the ordinary course of its business, has a receiver, manager, administrator, administrative receiver or trustee in bankruptcy (as the case may be) appointed for all or any part of its undertaking, assets or income, is the subject of any bankruptcy order, has a resolution passed for its winding up, has a petition presented to any court for an administration order or for its winding up or enters into any composition or arrangement with its creditors (whether formal or informal);

9.1:3 if the user is in material or persistent breach of its obligations hereunder;

9.1:4 if CRIS.UK.Com Limited has reason to believe that the Password has been stolen, disclosed to a third party or used by a third party.

9.2 The rights of CRIS.UK.Com Limited shall not be prejudiced or restricted by any indulgence or forbearance extended to the Advisor and no such indulgence or forbearance in respect of any breach shall operate as a waiver in respect of the same or any subsequent or other breach; payable by the user prior to any such re-registration; consequences of termination

10.1 If termination occurs as a result of CRIS.UK.Com Limited' notice under clause 10.1 CRIS.UK.Com Limited reserves the right in its discretion (without liability to the user) to notify all Introducers which CRIS.UK.Com Limited believes to be providing or prospectively providing Introductions to the user that this agreement has been terminated;

10.2 The user shall forthwith upon termination of this agreement pay to CRIS.UK.Com Limited any unpaid fees and/or charges;

10.3 CRIS.UK.Com Limited shall not be obliged to provide copies of any information on the system to any third party of any data entered by the user or forwarded to it by Introducers or by CRIS.UK.Com Limited through the CRIS and CRIS.UK.Com Limited may in its discretion and at any time destroy the same without liability to the user; intellectual property

11.1 The copyright and any and all other intellectual property rights anywhere in the world in or relating to the CRIS shall at all times belong to CRIS.UK.Com Limited and the Advisor shall only use the same to the extent necessary to receive the Service;

11.2 The names and marks "CRIS.UK.Com Limited " and "CRIS" are proprietary to CRIS.UK.Com Limited and the user may only use the same with CRIS.UK.Com Limited' prior written consent;

11.3 The user shall not republish or redistribute the CRIS or any part thereof or link to the CRIS without CRIS.UK.Com Limited' prior written consent which, if given, will be subject to CRIS.UK.Com Limited conditions; confidentiality

12.1 Each party shall treat as confidential the users Password and any information which comes to its attention in connection with this agreement concerning the other party's affairs or business;

12.2 The obligation in clause 13.1 shall not apply to any information which:

12.2:1 is in or (otherwise than by breach of this agreement) enters the public domain;

12.2:2 is in the possession of the receiving party without restriction in relation to use or disclosure before the date of receipt from the disclosing party; or

12.2:3 is obtained from a third party who is lawfully authorised to disclose the information;

12.3 For the avoidance of doubt, CRIS.UK.Com Limited shall treat information on its servers concerning Customers in confidence and confirms that it is duly registered under the Data Protection Act 1998 to process such data.

CRIS.UK.Com Limited shall be free to use and publish as it sees fit information concerning the number of Introductions effected through the CRIS (including by reference to individual users) in a form from which it is not possible to identify particular Customers. survival

13. Termination of this agreement shall be without prejudice to any provisions which are intended to survive termination including, without limitation, clauses 1, 4.2 (in respect of post termination payments of Introduction Charges incurred prior to termination), 4.5, 4.6, 8.2, 9, 11, 12, 13, 16, 17 and 19; force majeure

14. CRIS.UK.Com Limited shall not be liable for any delay or other failure to perform the whole or any part of this agreement resulting from any cause whatsoever beyond CRIS.UK.Com Limited' control existing at the date hereof or arising thereafter including but not limited to fire, explosion, breakdown or failure of plant or machinery, lack or failure of, transportation facilities, failure of any sub contractors supplies or facilities, supply of labour, materials, power or supplies, strike, lockout or labour dispute (whether or not at CRIS.UK.Com Limited' works), illness, epidemic, flood, drought, war, civil commotion, or restriction of any authority or governmental agency and the time for performance shall be extended by the period of any such delay; notices

15. Any notice given in writing if sent by email, facsimile or forwarded by first class prepaid letter post to the receiving party at its business address as last notified in writing to the other party shall be deemed to have been given on the date of transmission of email or the facsimile (if a copy is sent the same day by first class prepaid post) or 2 working days following the date of posting; entire agreement

16. This agreement constitutes the entire agreement between CRIS.UK.Com Limited and the user regarding the Service, and supersedes all prior agreements between the parties regarding the subject matter of this agreement; general

17.1 The user, unless otherwise agreed in writing, will be deemed to be acting as a principal and not as an agent for any other person;

17.2 This agreement shall not be assigned by the user without CRIS.UK.Com Limited' prior written consent;

17.3 This agreement shall not create any rights enforceable by any third parties;

17.4 The user authorises CRIS.UK.Com Limited to carry out checks (including enquiries relating to directors and the other party shall be deemed to have been given on the date of transmission of email or the facsimile (if a copy is sent the same day by first class prepaid post) or 2 working days following the date of posting; entire agreement

18. This agreement constitutes the entire agreement between CRIS.UK.Com Limited and the user regarding the Service, and supersedes all prior agreements between the parties regarding the subject matter of this agreement; general

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18.2 This agreement shall not be assigned by the user without CRIS.UK.Com Limited' prior written consent;

18.3 This agreement shall not create any rights enforceable by any third parties;

18.4 The user authorises CRIS.UK.Com Limited to carry out checks (including enquiries relating to directors and other individuals) with credit reference agencies and to keep a record of that search and to make available to such agencies information relating to the conduct of the users account, and the user acknowledges that the agencies concerned may keep and share the information supplied to them with other businesses in assessing applications for credit and/or fraud prevention;

18.5 In the event that any of these terms, conditions or provisions of this agreement shall be determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, conditions or provision shall to that extent be severed from the remaining terms, conditions and provisions which shall continue to be valid to the full extent permitted by law; law and jurisdiction

#### General

19.1 you acknowledge that you have not entered into these conditions in reliance upon, and will have no remedy in respect of, any representation or statement (whether made by CRIS.uk.Com Limited or any other person) which is not expressly set out in these conditions; and

19.2 nothing in this clause will be interpreted or construed as limiting or excluding the liability of any person for fraud or fraudulent misrepresentation.

19.3 You will not be entitled to assign, transfer, charge, hold on trust for any person or deal in any other manner with any of your rights under these conditions.

19.4 The parties do not intend that any term of these conditions will be enforceable under the Contracts (Rights of Third Parties) Act 1999 by any person other than the parties.

20.1 This agreement shall be governed by English law and the parties consent to the jurisdiction of the English courts in all matters relating hereto.

CRIS.UK.Com Limited

Incorporated in England

Registered number: 5473907

Registered office: 14 Park Row Nottingham NG1 6GR