## **Terms of Use Agreement**

This Terms of Use Agreement (together with the documents referred to in it) sets out your rights and responsibilities and the terms of use upon which you may make use of our website, Investmentbankltd.uk. Use of our website includes accessing or browsing it for any reason.

Please read this Terms of Use Agreement carefully before you start to use our website, as these apply to your use of our website. By continuing to use our website, you confirm that you accept these terms of use and that you agree to be bound by the terms and conditions of this Agreement. If you do not agree to these terms of use, you must not use our website.

Use of our website is also subject to our Privacy Policy and Cookie Policy, which also apply to your use of our website and are available on our website. These policies set out the terms on which we process any personal data we collect from you, or that you provide to us. The Cookie Policy sets out information about the cookies on our website and how we use data collected. By using our website, you consent to such processing, and you warrant that all data provided by you is accurate.

#### Changes to these terms and to our website

We may revise these terms of use at any time by amending this document. Please check this page from time to time to inform yourself of any changes we made, as they are binding on you.

We may update our website from time to time, and may change the content at any time, at our discretion. However, please note that any of the content on our website may be out of date at any given time, and we are under no obligation to update it. We do not guarantee that our website, or any content on it, will be free from errors or omissions.

Although we make reasonable efforts to update the information on our website, we make no representations, warranties or guarantees, whether express or implied, that the content on our website is accurate, complete or up to date.

## Accessing our website and scope of use

We do not guarantee that our website, or any content on it, will always be available or be uninterrupted. Access to our website is permitted on a temporary basis. We may suspend, withdraw, discontinue or change all or any part of our website without notice. We will not be liable to you if for any reason our website is unavailable at any time or for any period.

You are responsible for making all arrangements necessary for you to have access to our website. You are also responsible for ensuring that all people who access our website through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them. The information, data and other content provided on our website is provided by us for general information only and may not be redistributed by you. The content of the website is not intended to amount to advice upon which you may rely.

You agree to use our website for your own personal use, and not to reproduce, retransmit, disseminate, sell, distribute, republish, broadcast, post, circulate or commercially exploit the content of the website in any manner without our express written consent, nor to use the information available on the website for any unlawful purpose. You are not permitted to access the information available on the website programmatically by macro or other automated means, or to upload, intercept, extract or otherwise collect and/or record information on the website through any technological means.

If you wish to undertake business with Investment Bank Ltd, your business activity will be subject to certain policies, which are not necessarily published on our website, and will be made available on request. We only conduct business with clients classified as Eligible Counter Parties or Professional Clients. We do not do business with Retail Clients and our website is not provided for Retail Clients.

### Intellectual property rights

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

The names "Investment Bank Ltd" are registered trademarks.

You may not print off, download extracts or copy any of the information or content from our website. You must not use any part of the content on our website for commercial purposes without obtaining a license to do so from us or our licensors. If you print off, copy or download any part of our website in breach of these terms of use, your right to use our website will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

### Limitation of our liability

To the extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to our website or any content on it, whether express or implied. We will not be liable to any user for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, howsoever caused, arising under or in connection with the use of, or inability to use, our website, or use of or reliance on any content displayed on our website. In particular, we will not be liable for: loss of profits, sales, business, or revenue, business interruption, loss of anticipated savings, loss of business opportunity, goodwill or reputation, or any indirect or consequential loss or damage.

We will not be responsible 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 website or to your downloading of any content on it, or on any website linked to it. We do not guarantee that our website will be secure or free from bugs or viruses. You are responsible for configuring your information technology, computer programs and platform in order to access our website. You should use your own virus protection software.

We assume no responsibility for the content of any websites linked on our website. 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.

Your sole remedy if you are not happy with our website or the information or content provided on the website is to cease using the website.

#### Indemnity

You agree to indemnify, defend and hold us harmless from any claims, liabilities, obligations, losses, damages, penalties, costs, expenses or disbursements of whatsoever kind or nature which may be imposed on, asserted against or incurred by us as a result of a breach by you any of the terms of this Agreement.

# **Applicable law**

This Agreement is subject matter, and its formation (and any non-contractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.