Website Terms of Use

• What is in these terms?

These terms set out the rules that apply to your use of our website, <u>www.trufin.com</u> (our "Site").

• Who we are and how to contact us

Our Site is operated by TruFin plc ("**TruFin**", "**we**", or "**us**"). We are registered in Jersey under company number 125245 and have our registered office at 26 New Street, St. Helier, Jersey JE2 3RA. Our main trading address is 120 Regent Street, London, W1B 5FE.

TruFin is traded on AIM, a market operated by the London Stock Exchange, and is governed by the AIM Rules.

To contact us, please email <u>contact@trufin.com</u> or telephone +44 (0)203 743 1340.

• By using our Site you accept these terms

Please read these terms of use carefully before you start to use our Site. By using our Site, you indicate that you accept these terms and that you agree to comply with them. If you do not agree to these terms, please refrain from using our Site.

You are responsible for ensuring that all persons who access our Site through your internet connection are aware of these terms and that they comply with them.

We recommend that you print a copy of these terms for future reference.

• 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 fraudulent or has any fraudulent purpose or effect.
- For the purpose of harming or attempting to harm minors in any way, or in any way which is threatening, abusive, harassing, defamatory, vulgar, obscene, libellous, invasive of another's privacy, hateful, or racially, ethnically, or otherwise discriminatory.
- To transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam).
- Collect or store personal data about other users.

You also agree:

- Not to use data mining, spider scraping or similar automated data gathering, extraction or publication tools for any purpose.
- Not to reproduce, duplicate or copy any part of our Site (or the content on the Site) or, save to the extent permitted under these terms, make any of the content available to third parties without our prior written consent.

- Not to upload, post or otherwise transmit any content that you do not have the right to transmit or that infringes the intellectual property rights of any party.
- Not to access without authority, interfere with, damage, or disrupt:
 - o part of our Site;
 - o any equipment or network on which our Site is stored;
 - any software used in the provision of our Site; or any equipment or network or software owned or used by any third party.

We will determine, in our sole discretion, whether there has been any breach of these terms through your use of our Site. When such a breach has occurred, we may (without liability) take such action(s) as we reasonably deem appropriate in the circumstances, including (without limitation) temporary or permanent suspension of your right to access or use our Site and/or temporary or permanent removal of any information uploaded by you to our Site.

• We may make changes to these terms

We amend these terms from time to time. Every time you wish to use our Site, please check these terms to ensure you understand the terms that apply at that time. These terms were most recently updated on 5 July 2022.

• We may make changes to our Site

We may update and change our Site from time to time for example to reflect changes to our products and services, our users' needs and our business priorities.

• We may suspend or withdraw our Site

Our Site is made available free of charge.

We do not guarantee that our Site, or any content on it, will always be available or that use of our Site will be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of our Site at any time for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal where possible.

• Our Site is only for users in the UK

Our Site is directed to people residing in the United Kingdom. We do not represent that content available on or through our Site is appropriate for use or available in other locations.

• How you may use material on our Site

All trade marks that we use as part of our business from time to time (including but not limited to "TruFin") are owned by us. You are not permitted to use these marks or display them without our consent

We are the owner or the licensee of all other intellectual property rights in our Site, and in the material published on it (including in the underlying source code with regards to the software that we use). We grant you a limited personal, non-transferable, and non-exclusive licence to use our Site for its intended purpose, subject to your compliance with these terms.

You may print off one copy, and may download extracts, of any page(s) from our Site for your personal use and you may draw the attention of others within your organisation to content posted on our Site.

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.

• Do not rely on information on this Site

The content on our Site is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our Site.

Although we make reasonable efforts to update the information on our Site, we make no representations, warranties or guarantees, whether express or implied, that the content on our Site is accurate, complete, up to date or fit for a particular purpose. We accept no responsibility for any errors, omissions, or inaccurate information on our Site.

• We are not responsible for websites to which we link

Where our Site contains links to other Sites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them.

We have no control over the contents of those Sites or resources.

• Our responsibility for loss or damage suffered by you

We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents, or subcontractors and for fraud or fraudulent misrepresentation.

To the extent permitted by law, we hereby expressly exclude:

- all implied conditions, warranties, representations, or other terms that may apply to our Site or any content on it.
- any liability for any loss or damage, 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; or
 - use of or reliance on any content displayed on our Site.

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.

• Privacy and cookies

We will only process personal information about you in accordance with our Privacy Policy, available on our Site.

We make use of cookies on our Site. More information can be found in our Cookie Policy, available on our Site.

• We are not responsible for viruses, and you must not introduce them

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 to access our Site. You should use your own virus protection software. We will not be liable for any loss or damage caused by viruses 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 any websites linked to them.

You must not misuse our Site by knowingly introducing viruses, trojans, worms, logic bombs or other material that 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 cooperate 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.

• Rules about 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.

If you wish to link to or make any use of content on our Site other than that set out above, please email <u>contact@trufin.com</u>.

• Which country's laws apply to any disputes?

If you are a consumer, please note that these terms of use, their subject matter, and their formation, are governed by English law. You and we both agree that the courts of England and Wales will have exclusive jurisdiction except that if you are a resident of Northern Ireland, you may also bring proceedings in Northern Ireland, and if you are resident of Scotland, you may also bring proceedings in Scotland.

If you are a business, these terms of use, their subject matter, and their formation (and any noncontractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.