

## Terms and Conditions

### 1.0 Preamble

- 1.1 These are the terms and conditions of service (" Terms and Conditions") which govern the use of the Future of Finance website ("Website") and all related Services ("Services") owned, operated or provided by Future of Finance.
- 1.2 When you visit the Future of Finance website, register for an on- or off-line event or sponsor the Future of Finance website or any related Service, or in any other way engage with the Website and related Services provided by Future of Finance, these Terms and Conditions will apply. If you do not wish to be bound by any part of these Terms and Conditions, do not use the Website or any related Services. If you are uncertain, contact Wendy Gallagher at [wendy.gallagher@futureoffinance.biz](mailto:wendy.gallagher@futureoffinance.biz) or on +44 (0)7725 160 903.
- 1.3 The Website may be supported by sponsors whose names and logos appear on the Website and whose own Websites may be accessed by Internet links from the Website.
- 1.4 Please review also our Privacy Policy which governs the use of your personal data by Future of Finance.

### 2.0 Definitions

- 2.1 "You/your" means the visitor, registrant or sponsor (as appropriate) accessing the Website or using a related Service or anyone acting as an agent of the visitor, registrant or sponsor (as appropriate);
- 2.2 "We/us/our" means Future of Finance;
- 2.3 "Charges" means the Sponsorship Fee and any additional costs set out in the Order Form;
- 2.4 "Content" means all material, data, articles, information and products on the Website or provided as part of a related Service;
- 2.5 "Events" means either physical meetings for which you have registered, or on-line meetings such as webinars, for which you have registered;
- 2.6 "External Sites" means websites other than the Sites provided by Sponsors or other third parties;
- 2.7 "Framing" means the bringing up of or presenting of Content from the Website within another website;
- 2.8 "Intellectual Property" means copyrights, trademarks, database rights and/or any other intellectual property rights recognised in any jurisdiction;
- 2.9 "Order Form" means the document completed and signed by Future of Finance and the Sponsor or other written confirmation setting out the particulars of the sponsorship arrangements agreed between the parties;
- 2.10 "Registrant" means anyone who registers for a Future of Finance webinar or physical event , or registers to receive communications from Future of Finance;
- 2.11 "Sponsors" means organisations which sponsor events or other content created by Future of Finance;
- 2.12 "Sponsorship fee" means the sums payable by a Sponsor, as set out in the Order Form;
- 2.13 "Visitor" means a user who accesses the Website without registration.

### 3.0 Content on the Website

- 3.1 All rights in and to the Content on the Website belong to Future of Finance and are protected by the intellectual property laws of the United Kingdom. We may license third parties to use the Content at

our sole discretion. You may use the Website and the Content solely for your own personal use and benefit and not for resale or transfer to any other person or entity. You may not use, reproduce, modify, transfer, exploit, distribute or otherwise dispose of any Content for any commercial purposes, whether directly or indirectly, in any manner that might compete with our business.

- 3.2 Save for where provided otherwise in these Terms and Conditions, distributing, sharing, copying, posting, scanning, forwarding, selling, publishing, re-transmitting or otherwise providing access to any part of the Content to anyone without our express prior written permission, is not authorised and may be a violation of national copyright laws, as described in the UK Copyright, Designs and Patents Act 1988.
- 3.3 Subject to the limitations in Clause 3.2 above, you may (a) retrieve and display Content on a computer screen or other digital device, print a single copy of individual pages on paper (but not photocopy or scan them for wider distribution) and store such pages in electronic form on disc or other digital media (but not on any server or other storage device connected to a network); and (b) use forwarding options where these are available on the Website to share Content with other websites or individuals without further charge, provided such other individuals also comply with the restrictions on use in Clause 3.2 above.
- 3.4 Clause 3.2 notwithstanding, you may quote from or paraphrase extracts of the Content to the extent permitted by and in accordance with law, on condition that appropriate source and copyright attribution is given in each case.
- 3.5 The trademark 'Future of Finance' is the property of Future of Finance. These trademarks may not be used without the express prior written permission of Future of Finance, which can be obtained by contacting contact Wendy Gallagher at [wendy.gallagher@futureoffinance.biz](mailto:wendy.gallagher@futureoffinance.biz) or on +44 (0)7725 160 903.
- 3.6 Any request for permission to republish, reprint or use any articles from the Website or our trademark for any purpose should be sent to [wendy.gallagher@futureoffinance.biz](mailto:wendy.gallagher@futureoffinance.biz).

#### **4.0 Your obligations**

- 4.1 You agree that you will use the Website in accordance with these Terms and Conditions and will comply with all applicable laws and regulations including, without limitation, laws relating to the use of Intellectual Property; will not infringe any Intellectual Property or other rights of any third party in or relating to the Website or the related Service; not copy, reproduce, recompile, decompile, disassemble, reverse engineer, upload, download, transmit, create derivative works from or otherwise exploit or tamper with the Website; will not use the Website or any related Services to distribute any material that is offensive or unlawful; will not use the Website or any related services to send or distribute multiple e-mails or messages ("Spam"); will not, except where used in connection with the typical indexing activities of a search engine or directory, use any robot, spider or other device to monitor or copy the Content of the Website without the prior written consent of Future of Finance; will not use the Website or any related Services to transmit software viruses; will not do anything which imposes an unreasonable or disproportionately large load on the infrastructure of the Website; will not use or attempt to use any device, software or routine to interfere or attempt to interfere with the proper working of the Website and/or any servers or networks connected to the Website.
- 4.2 You are responsible for procuring the necessary equipment and the payment of telephone, Internet and other charges necessary to access and/or use the Website or any related Services. We are not responsible for the reliability or continued availability of the telephone lines, Internet and equipment you use to access and/or use the Website or any related Services.

#### **5.0 Our obligations**

5.1 Future of Finance will use commercially reasonable endeavours to maintain the functionality of the Website and prevent breaches of security and exercise reasonable skill and care in our provision of the Services provided to you, but faults may from time to time occur, in which case we will use reasonable efforts to repair them as soon as reasonably practicable.

## **6.0 Registration**

6.1 In order to attend any Future of Finance event, and/or to receive certain related Services, you must register with us.

6.2 In order to register with us, you must provide us with accurate and complete information. It is your responsibility to inform us of any changes to that information (including your email address), by contacting Wendy Gallagher at [wendy.gallagher@futureoffinance.biz](mailto:wendy.gallagher@futureoffinance.biz) or on +44 (0)7725 160 903. If you do not provide accurate and complete information when you register, we may not be able to provide you with access to the event or related Services or Content that you request or that are suitable to you.

6.3 Our Privacy Policy sets out further details of how we use your personal information.

## **7.0 Sponsorship**

7.1 Future of Finance from time to time enters into agreements with Sponsors to sponsor Events, the consideration for which is the Sponsorship Fee set out in the Order Form.

7.2 The Sponsor grants and Future of Finance accepts a worldwide, non-exclusive, royalty free, sub-licensable licence to use the Sponsor's Trademarks to promote the event up to delivery of the Event;

7.3 As a Sponsor you also agree that we may refer to the name of your business and to the Services we have provided to you when marketing our business in any media before, during and after the delivery of the Event, in perpetuity.

## **8.0 Payment terms**

8.1 In consideration of the rights to sponsor an Event, you will pay us the Sponsorship Fee, in the amount and on the date set out in the Order Form.

8.2 Invoices will be sent by Future of Finance within one (1) day of signature of the Order Form;

8.3 Invoices must be paid in full within seven (7) days of the date on the invoice.

8.4 All amounts payable to us are to be paid free and clear of currency control restrictions, bank charges, fees, duties or other transaction costs, the payment of which shall be your sole responsibility.

8.5 You may not make any deductions from, nor set-off any sums in relation to the sums set out in the invoice.

8.6 We may set off any sums we owe you against any sums you owe us.

8.7 You must pay Value Added Tax (VAT) and/or any other applicable sales tax we are obliged to charge.

8.8 We are entitled to charge you interest on any payment which is not received by us when due. This will be calculated on a daily basis at a rate of 4 per cent per annum above the Bank of England base rate prevailing on the date upon which payment was due until the date of payment.

8.9 We reserve the right not to provide any element of the Event and to suspend your Sponsorship of the Event until you have paid our invoice and we will not be liable for any matters arising out of any delay by you in payment.

8.10 You may cancel the Sponsorship, provided the cancellation request is received no more than ten (10) working days after signature of the Order Form and your company's name or logo has not

appeared on any marketing materials relating to the Event. If both these conditions are satisfied you will receive your Sponsorship fee in full less a £100 administrative charge. If the cancellation request is received more than ten (10) working days after signature of the Order Form, and/or your company's name or logo has appeared on any marketing materials relating to the Event, you will be liable for 100 per cent of the Sponsorship Fee and any other Charges reasonably incurred.

- 8.11 If an Agency is listed on the Order Form, Future of Finance will hold the Agency and the Sponsor jointly and severally liable for payments.

## 9.0 Cancellation

- 9.1 As a Registrant you may cancel your registration to attend an Event at any time by contracting Wendy Gallagher at [wendy.gallagher@futureoffinance.biz](mailto:wendy.gallagher@futureoffinance.biz) or on +44 (0)7725 160 903. 8.5 We may cancel an Event and/or your receipt of any related Service at any time without us having to provide notice to you.

## 10.0 Communications

- 10.1 We may give you the option to request Content by email. We will also send you emails to keep you updated on developments on the Website and in related Services. Your registration for and/or subscription to such an email Service and your use of the Content received through these email Services will be subject to these Terms and Conditions and to our Privacy Policy.
- 10.2 You can unsubscribe to our email Service by contacting Wendy Gallagher at [wendy.gallagher@futureoffinance.biz](mailto:wendy.gallagher@futureoffinance.biz) or on +44 (0)7725 160 903.

## 11.0 Links

- 11.1 You may create a link from your website to the home page of the Website, provided that you do not link to the Website from any website containing any material which is unlawful.
- 11.2 Upon linking to any website pursuant to these Terms and Conditions, we shall grant you a non-exclusive, non-transferable, royalty-free licence to use our Trademarks solely for the purposes of providing an underlined, textual link from your website to our Website. No other use of our Trademarks or name is permitted without our express prior written permission.
- 11.3 Framing is not permitted without our express prior written permission. You must seek and obtain our express prior written permission before Framing the Website or any Content on the Website by contacting Wendy Gallagher at [wendy.gallagher@futureoffinance.biz](mailto:wendy.gallagher@futureoffinance.biz) or on +44 (0)7725 160 903.
- 11.4 External sites may advertise or provide the opportunity for you to purchase services from third parties and/or advertisements for services from third parties. The content of External sites and services offered by third parties is not maintained or controlled by us and we are therefore not responsible for the availability, content or accuracy of External sites or services offered by third parties. We do not make any warranty, express or implied, with respect to the use of the links provided on, or to, an External site or services offered by third parties or guarantee the accuracy, completeness, usefulness or adequacy of External sites or services offered by third parties or make any endorsement, express or implied, of any External sites or services offered by third parties. Any advertisement or promotion on an External site of a service offered by a third party is not an inducement by us for you to enter into any agreement with the relevant third party.
- 11.5 Any communications or contracts relating to services provided by third parties, payment for and delivery of services provided by third parties, and any other associated terms, conditions,

warranties or representations are exclusively between you and the relevant third parties. You agree not to hold us liable for any loss or damage incurred as the result of any such contracts, communications or other dealings with third parties, or the presence of such third parties on the Website.

## **12.0 Limitations of liability**

- 12.1 You agree that your use of any Content on the Website is at your sole risk and acknowledge that all sites, content and services are provided “as is” and “as available”. The Content is made available for your general information and any advice, opinion, statement or other information forming part of the Content is not intended for trading or to address your particular requirements. The Content does not constitute any form of advice, recommendation or arrangement by us (including, without limitation, investment advice or an offer or solicitation to buy or sell any security, financial product or other investment) and is not intended to be relied upon by users in making (or refraining from making) any specific investment or other decisions. Appropriate independent advice should be obtained before making any such decision.
- 12.2 The Content may include inaccuracies or typographical errors.
- 12.3 Changes are periodically made to the Content.
- 12.4 Save as provided in these Terms and Conditions, we make no representations or warranties, express or implied, as to the suitability of the information for your needs; the accuracy, availability, reliability, completeness or timeliness of the Website, Content or any related Services; and/or the results obtained from accessing and using the Website, Content or any related Services
- 12.5 We make no representations or warranties that the functions of the Website will be uninterrupted or error-free; that defects will be corrected; that the Website and/or any related Services are free of viruses or other harmful components; or that the use of any of the Content will not infringe the intellectual property rights of any third party.
- 12.6 We will not be liable to you for any incidental, punitive, indirect, special or consequential damage, loss or expenses, including but not limited to any loss of business, contracts, revenue, or profits, any business interruption, security breach, loss of data, loss of goodwill or reputation or other pecuniary loss suffered by you, even if we have been advised of their possible existence; nor will we be liable to you for any direct damage loss or expenses arising from loss of customers, loss of profits, loss of anticipated profits, loss of savings, security breach or loss of data.
- 12.7 We will not be liable to you for any direct or indirect damage, loss or expenses suffered by you as a result of any viruses, worms, "Trojan horses" or similar programmes, denial of service (DoS) attack, spamming, hacking or consequential damages or any claim against us by any other party; or any fault, inaccuracy, omission, delay or any other failure in the Website or a related Service caused by your computer equipment or arising from your use of the Website or any related Service on such equipment; or any inaccuracies or errors in or omissions from any Content including, but not limited to, quotations and financial data; or any delays, interruptions or short-term or immaterial errors in the transmission or delivery of the Website or any related Service; or any additions, deletions or changes made to the Content at any time.
- 12.8 Without prejudice to the limitation of liability provisions of this Section above, in the event that you incur any loss, damage or expense arising out of your use of the Website, Content or a related Service, you agree that our liability to you shall be limited to the sum of the Sponsorship fees actually paid by you in the three (3) month period preceding the date on which the claim arose (excluding any fees paid in advance for delivery during such period or for services provided after such a period).

## **13.0 Indemnification**

13.1 You agree to indemnify and hold us and our sub-contractors harmless against all costs, claims, damages, liability and expenses (including any professional fees) which we might incur by reason of a breach by you of these Terms and Conditions.

#### **14.0 Changes to these terms and conditions**

14.1 We may make amendments to the provisions of these Terms and Conditions from time to time. Any amended Terms and Conditions will be notified to you by being posted on the Website. It is your responsibility to refer regularly to these Terms and Conditions and note any amendments. Amendments will come into effect immediately on the amended Terms being posted on the Website and you will be deemed to have accepted them if you access the Website after that time. If you do not wish to accept them, you must not use then Website.

#### **15.0 Changes to content**

15.1 We reserve the right to delete or change any aspect of the Content. You agree and acknowledge that such changes may result in you being unable to access the whole or any part of the Website.

#### **16.0 No waiver**

16.1 Failure by either party to exercise any right or remedy under these Terms does not constitute a waiver of that right or remedy.

#### **17.0 Entire agreement**

17.1 These Terms and Conditions constitute the entire agreement between you and us with respect to your access to and use of the Website and any related Service and supersede all prior agreements, negotiations and discussions between you and us relating to the same,, including any representations and warranties previously given.

#### **18.0 Law and jurisdiction**

18.1 These Terms and Conditions are governed by the laws of England and Wales and will be subject to the non-exclusive jurisdiction of the English courts.

#### **19.0 Force majeure**

19.1 We shall not be deemed to be in breach of these Terms and Conditions by reason of any delay in performing, or any failure to perform any service or our obligations in relation to these Terms and Conditions, if the delay or failure was due to any cause beyond our reasonable control, including but not limited to acts of God, explosions, floods, fire or accident, war or threat of war, terrorism or threat of terrorism, sabotage, civil disturbance, epidemics, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority, import or export regulations or embargoes, or industrial actions or trade disputes.

19.2 In the event we are so hindered or prevented, we shall resume the performance of any obligations affected as soon as reasonably practicable.

## **20.0 Notices**

20.1 Any notice which is required to be given pursuant to these Terms and Conditions shall be made by email , in the case of you, to the email address provided on your registration or sponsorship form and, in the case of us, to [wendy.gallagher@futureoffinance.biz](mailto:wendy.gallagher@futureoffinance.biz).