



**SIMPLIFY
CLIMATE**

Website Terms & Conditions

These terms of use constitute a legal document between you, as the user of the website “simplifyclimate.co.uk” (“**Website**”), and Simplify Climate, as the owner of the Website.

1. Use of the Website

1.1 These terms of use (“**Terms**”) set out the Terms on which you may make use of our Website, whether as a guest or a registered user. By using our Website, you are deemed to accept and be bound by these Terms so please read them carefully. If you do not wish to be bound by the Terms, please refrain from using our Website immediately.

1.2 The services and products on this Website are intended for use by residents of the UK only and are not aimed at or intended for use by residents of any other jurisdiction. Those who choose to access the Website from other locations do so of their own initiative and are responsible for compliance with any applicable local laws.

1.3 In order to register with us you must be eighteen (18) years of age or over. You must ensure that the details you provide on registration or at any time are accurate and complete. You must inform us immediately of any changes to the information that you provided when registering by updating your personal details.

2. About us

2.1 Simplify climate (“**we**”, “**our**”, “**us**”) is the trading name of Simplify Climate Limited (Company No. 14866289).

www.simplifyclimate.co.uk is a website operated by Simplify Climate.

3. Intellectual property

3.1 We are the owner or the licensee of all intellectual property rights in our Website, and in the material published on it. The Website may include at any given time text, graphics, images, logos, icons, sound clips, video clips and data compilations, and together with the Website’s page layout, underlying code and software, are referred to as “**Content**”. All of the Content is the property of Simplify Climate, our affiliates or third parties with whom we do business, and is protected by the UK and international intellectual property laws, and other relevant laws. All such rights are reserved.

3.2 In addition and except as provided by Part 1, Chapter 3 of the UK Copyright, Designs and Patents Act 1998 (which contains what are generally known as the “fair use” provisions for copyright materials);

3.3 You may not make a permanent copy of or reproduce this Website in any form. You may not reproduce or incorporate this Website into any other website. You may only print, display or download temporary copies of the content to your computer for your own personal non-commercial use.

a. 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.

b. Our status (and that of any identified contributors) as the authors of material on our Website must always be acknowledged.

c. If you print off, copy or download any part of our Website in breach of these Terms, 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.

d. You must not use any part of the materials on our Website for commercial purposes without obtaining a license to do so from us or our licensors. You may not link to this Website or frame it without our express consent.

4. Relationship with other agreements

4.1 In addition to these Terms, our Privacy Notice and Cookie Policy apply to you and everyone else who uses the Website. The Terms, Privacy Notice and Cookie Policy are together referred to as the “**Website Agreements**”.

4.2 There are a number of other documents that you may choose to be bound by during your use of the Website. For example, if you wish to invest or borrow from us or introduce borrowers to us via the Website. We refer to these documents collectively as the “**Lending Agreements**”.

4.3 These set out the terms that govern your investments or borrowing with us and your relationship with us, and our affiliates, when you invest or borrow on our Website. They are to be distinguished from these Terms, which govern your technical use of the Website.

4.4 The Website Agreements will continue to apply to you even after you have agreed to be bound by the Lending Agreements. If there is a conflict between the Lending Agreements and the Website Agreements, the Lending Agreements will take precedence.

5. Accessing our Website

5.1 Access to our Website is permitted on a temporary basis, and we reserve the right to withdraw or amend the content of and/or service we provide on our Website without notice (see below). We will not be liable for any loss, damages, expenses or anything else, if for any reason our Website is unavailable at any time or for any period.

5.2 Termination

We reserve the right, in our sole discretion, to suspend or terminate your access to our Website without notice, for any reason, including but not limited to breaches of these Terms or if we believe your conduct may harm our reputation or other users. Upon termination, you must immediately cease all use of the Website, and we reserve the right to delete any content or information you may have uploaded.

5.5 You must not place undue strain on our Website (for example by high frequency trading) nor seek to unfairly influence trading activity in a manner that we believe to be detrimental to us or our investors. We reserve the right to IP block, throttle data requests and/or suspend accounts that breach this clause.

6. Reliance on information posted

6.1 Any information, commentary or any other material posted on our Website is not intended to amount to advice. We are not liable for any damage, losses or costs arising from any reliance placed on such material by any visitor to our Website, or by anyone who may be informed of any of its contents. Every visitor to the Website is responsible for obtaining independent advice and satisfying themselves with their own due diligence before investing through the Website.

7. Disclaimer

7.1 Simplify Climate has taken all reasonable care to ensure that the information contained in this Website

(but not any links to or from the same) is up to date and accurate.

7.2 Simplify Climate makes no representations or warranties of any kind with respect to this Website or the content contained on it, including any text, graphics, advertisements, links or other items.

7.3 Further, neither Simplify Climate nor any other contributor to this Website makes any representation nor gives any warranty, condition, undertaking or term either expressed or implied as to the condition, quality, performance, accuracy, the suitability of any of the financial products referred to therein to your financial needs or circumstances, completeness or freedom from viruses of the content contained on this Website or that such content will be accurate, up to date, uninterrupted or error free.

7.4 Nothing on this Website shall be regarded or taken as the giving or other providing of financial, investment or other professional advice and you are strongly recommended to take such advice or other steps to assure yourself of the suitability of the same to your financial needs and circumstances before taking any further steps. Additionally we make no representations or warranties regarding the accuracy, functionality or performance of any third party software that may be used in connection with this Website.

7.5 Third-Party Links and Services

The Website may contain links to third-party websites or services that are not owned or controlled by Simplify Climate. We have no control over, and assume no responsibility for, the content, privacy policies, or practices of any third-party websites. You acknowledge and agree that we are not responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods, or services available on or through any such websites or services.

7.6 The information, material and content provided in the pages of this Website may be changed at any time without notice.

7.7 Changes may be made to these Terms at any time without notice. Any revision to the Terms shall take effect as at the date when the change is uploaded to the Website. You agree to review the Terms regularly and your continued access to or use of this Website will mean that you agree to any changes.

7.8 If the need arises, we may suspend access to our Website, or close it indefinitely. Any of the material on our Website may be out of date at any given time, and we are under no obligation to update such material.

7.9 Except as explicitly stated in the Lending Agreements, you need to be aware that we make no guarantee of any specific results from entering into an investment on the Website including any net income and/or the capital return realized. The investments on this Website may not be suitable for all investors and if you are in any doubt as to the suitability of the investments, you should seek independent financial advice. No part of this Website is intended to constitute investment or tax advice, and it is your responsibility to ensure that you have undertaken all the necessary due diligence prior to making an investment.

7.10 The Website is provided "as is" and on an "as available" basis, and we give no warranty that it will be free of defects and/or faults. We make no warranty or representation (express or implied) that the Website will meet your requirements, that it will be of satisfactory quality, that it will be fit for a particular purpose, that it will not infringe the rights of third parties, that it will be compatible with all systems, that it will be secure or that all information provided will be accurate. We accept no liability for any direct or indirect loss or damage, foreseeable or otherwise, including any indirect, consequential, special or exemplary damages arising from your use of the Website or any information contained in it, to the maximum extent permitted by law.

7.11 You use the Website and its content at your own risk. We accept no liability for any disruption or non-availability of the Website resulting from external causes including, but not limited to, communications network failure, power failure, host equipment failure, ISP (internet service provider) equipment failure, natural events, acts of war, or legal restrictions and censorship.

8. Our liability

8.1 The material displayed on our Website is provided without any guarantees, conditions or warranties as to its accuracy. To the extent permitted by law, we, other members of our companies and third parties connected to us hereby expressly exclude:

8.2 All conditions, warranties and other terms that might otherwise be implied by statute, common law or the law of equity.

8.5 Limitation of Liability

To the fullest extent permitted by law, we shall not be liable for any direct, indirect, incidental, special, or consequential damages resulting from your use of our Website or services, even if such damages were foreseeable or we have been advised of the possibility of such damages. This includes, without limitation, damages for loss of profits, goodwill, data, or other intangible losses resulting from (i) the use or inability to use the Website, (ii) unauthorized access to or alteration of your transmissions or data, (iii) statements or conduct of any third party on the Website, or (iv) any other matter relating to the Website or services offered.

8.4 This does not affect our liability for death or personal injury arising from our negligence, nor our liability for fraud or fraudulent misrepresentation, nor any other liability that cannot be excluded or limited under applicable English law.

8.5 Limitation of Liability

To the fullest extent permitted by law, we shall not be liable for any direct, indirect, incidental, special, or consequential damages resulting from your use of our Website or services, even if such damages were foreseeable or we have been advised of the possibility of such damages. This includes, without limitation, damages for loss of profits, goodwill, data, or other intangible losses resulting from (i) the use or inability to use the Website, (ii) unauthorized access to or alteration of your transmissions or data, (iii) statements or conduct of any third party on the Website, or (iv) any other matter relating to the Website or services offered.

9. Revisions

9.1 Simplify Climate reserves the right to change from time to time and without giving notice of any such change, the contents of these pages (including the contents of these Terms to reflect any changes in law or for any other reason, and you are strongly advised to check these Terms each time you visit this Website. If we do update these Terms, we will upload a new version to the Website and as soon as you use the Website after they have been uploaded, you will be deemed to have agreed to the updated version. You will still be bound by the previous Terms that you have, or are deemed to have, agreed to. If there is a conflict between any versions of the Terms to which you have agreed, or deemed to have agreed to, the most recent version shall take precedence unless it is expressly stated otherwise.

10. Information about you and your visits to our Website

10.1 For more information on how we collect, process, and protect your data, please see our Privacy Policy.

10.2 For more information on how we use cookies and similar technologies, please see our Cookie Policy.

11. Acceptable Use Policy

You agree not to misuse the Website in any way, including but not limited to:

- a. Engaging in any activity that disrupts or interferes with the Website, its servers, or networks connected to the Website.
- b. Using the Website to send unsolicited or unauthorized advertising, promotional materials, or spam.
- c. Scraping or extracting data from the Website without our prior written permission.
- d. Using the Website for fraudulent purposes or in connection with a criminal offense or unlawful activity.

e. Impersonating any person or entity or falsely stating or misrepresenting your affiliation with any person or entity.

We reserve the right to suspend or terminate access to the Website for users who violate this Acceptable Use Policy.

12. Messaging/email

12.1 Messages sent over the Internet cannot be guaranteed to be completely secure as they are subject to possible interception or alteration or loss. We are not responsible for any message intercepted, altered or lost by third parties and will not be liable to you or anyone else for any damages or otherwise in connection with any message sent by you to us or any message sent by us to you over the Internet.

13. Complaints

13.1 If you have a complaint please tell us via the Help / Contact us section of the website. We will aim to respond to your complaint in a timely fashion and in accordance with our Complaints Policy.

14. Severability

14.1 We have made every effort to ensure that these Terms adhere with the relevant provisions of the UK Unfair Contract Terms Act 1977 and other applicable laws. However, if any of the provisions or clauses are found to be unlawful, invalid or otherwise unenforceable, that provision or clause is deemed to be severed from these Terms and shall not affect the validity and enforceability of the remaining Terms. This clause on "Severability" shall only apply within the jurisdictions where a particular term is illegal.

15. No waiver

15.1 In the event that either you or we fail to exercise any right or remedy contained in these Terms, that does not mean that you or we have waived that right or remedy and so shall not be construed as a waiver.

16. Jurisdiction and applicable law

16.1 The English courts will have non-exclusive jurisdiction over any claim arising from, or related to, a visit to our Website, although we retain the right to bring proceedings against you for breach of these Terms in your country of residence or any other relevant country.

16.2 These Terms, and any dispute or claim arising out of or in connection with them, their subject matter or formation (including non-contractual disputes or claims), shall be governed by and construed in accordance with the laws of England and Wales. However, if you access the Website from outside of the United Kingdom, you agree that local laws may also apply, and you are responsible for compliance with any applicable laws in the jurisdiction from which you access the Website.

17. Contact

17.1 If you wish to contact us about these Terms, or if you have any concerns about material that appears on our Website, please visit the Help / Contact us section of the Website.

21. Accessibility

We are committed to ensuring that our website is accessible to all users. For more details, please refer to our Accessibility Policy.

22. Severability

If any provision or part of these Terms is found to be unlawful, void, or unenforceable by a court or regulator, the other provisions or parts of these Terms shall remain in full force and effect.

23. Entire Agreement

These Terms, along with any documents or policies referenced herein (including but not limited to our Privacy Policy, Cookie Policy, and Accessibility Policy), constitute the entire agreement between you and

Simplify Climate in relation to your use of the Website. They supersede any prior agreements or communications between you and us regarding your use of the Website.

24. No Waiver

Any failure by us to enforce any right or provision of these Terms will not constitute a waiver of such right or provision. Any waiver must be in writing and agreed upon by us to have legal effect.

25. Assignment

We may transfer or assign our rights and obligations under these Terms to another party at any time without notice to you, provided that your rights are not adversely affected. You may not transfer or assign any of your rights or obligations under these Terms to any third party without our prior written consent.

26. Contact Us

If you have any questions about these Terms, or if you need to contact us for any reason, please reach out to us via the Help / Contact us section of the Website or at the following:

Simplify Climate Contact Details:

Email: help@simplifyclimate.co.uk