Terms and Conditions

1. These terms

- **1.1** These are the terms and conditions on which LearnInvestment.Online ("**We**", "**Us**" or "**Our**") supply services to You ("**You**" or "**Your**").
- **1.2** Please read these terms carefully before You submit Your order to Us. These terms tell You who We are, how We will provide services to You, how You and We may change or end the contract, what to do if there is a problem and other important information. If You think that there is a mistake in these terms, please contact Us to discuss.
- **1.3** You should print a copy of these terms or save them to Your computer for future reference.

2. Information about Us and how to contact Us

- 2.1 We are LearnInvestment.Online Limited which is a company registered in England and Wales. Our company registration number is **15119602** and Our registered office is c/o Paul Braham, Ground and First Floor Comer House, 19 Station Road, New Barnet, Herts EN5 1QJ.
- 2.2 You can contact Us by emailing Us on our website.
- **2.3** If We have to contact You We will do so by telephone or by writing to You at the email address or postal address You provided to Us in Your order.
- 2.4 When We use the words "writing" or "written" in these terms, this includes emails.
- 2.5

3. Our Services

- **3.1** We will provide services as described on Our Website which may change from time to time and save in the case of obvious error.
- **3.2** You can purchase our online courses via a separate third party provider and for avoidance of doubt their terms and conditions are available on their website.
- **3.3** We try to ensure that the services described on Our Website are accurate. However there may be deviations to the services in the event that participants wish to focus on a particular topic or We wish to make improvements to the services. We may also change

the services to comply with a change in applicable law. You agree that such deviations are acceptable to You.

3.4

- 4.4 LearnInvest.Online is an EdTech company, which publishes training courses to help you learn to invest. You can pay for our detailed courses,. We are not a financial services company, and we have no links to any such companies, so our educational training is entirely unbiased. We are not regulated by any Financial Regulator, and do not provide Investment Advice.
- 4.5 The Website is intended to be informative but does not constitute any form of financial or other advice. Whilst we believe the information on our Website is accurate no warranty is given or implied and you must rely on your own research to make decisions on investment.
- **3.5** It is Your responsibility to ensure that Our services are suitable for Your requirements. We accept no liability in the event that the service content does not meet Your requirements. All content within a service is provided for educational and information purposes only, and not intended as legal, financial, tax, medical, health or other professional advice. We are not responsible or liable for any investment made by a user based on the content of Our services.

4. Your rights to make changes to the contract

If You wish to make a change to the services You have ordered please contact Us. We will let You know if the change is possible. If it is possible We will let You know about any changes to the price of the services, the timing of supply or anything else which would be necessary as a result of Your requested change and ask You to confirm whether You wish to go ahead with the change.

5. Our rights to end the contract

We may terminate Our agreement with You immediately if:

- (a) acting reasonably, We suspect You have been involved in any form of plagiarism;
- (b) You are in breach of Our Code of Conduct which can be found <u>here</u>;
- (c) You commit any material breach of Your obligations under these terms and conditions;
- (d) an Event Outside of Our Control (as defined below) continues for a period of more than 4 Weeks.

6. Intellectual Property and use of Our Brand

- 6.1 If We provide You with PowerPoint slides, manuals or other information, We or the third party author will own the copyright, design right and all other intellectual property rights and any drafts, drawings or illustrations We make in connection with the services for You. You may use such documents or systems only for purposes directly related to the services and shall not make copies of such documents, nor use the same for any purpose not directly related to the services without Our prior written approval. Any PowerPoint slides or manuals provided to You as part of the services is specifically for Your own use and not to be shown, copied or distributed to any client or third party. You shall not create any derivative work based upon the services and You shall not offer any competing products or services based upon any information contained in the services. Also, the content of Our Website, the online platform You may have access to, and all services sold are protected by copyright, database rights and other intellectual property rights. You may retrieve and display content on a computer screen, store such content in electronic form on disk (but not any server or other storage device connected to a network) or print such content for Your own personal use, provided You keep intact all and any copyright and proprietary notices. You may not otherwise reproduce, modify, copy or distribute or use for commercial purposes any of the course or subscription materials or content on Our site or platform, or for sale from Our site, without written permission from Us. By purchasing any services from Us You agree that those services You purchase may only be used by You for Your personal use and may not be sold or redistributed without Our express written consent. Not following the above shall be a material breach of these terms and conditions.
- **6.2** We are the proprietor of the mark Learn Investment.Online ". You have no rights to this marks or logo We use or own, other than if You have expressly been given a right to do so as agreed in writing by Us.

7. Liability

7.1 If We fail to comply with these terms and conditions, We are responsible for loss or damage You suffer that is a foreseeable result of Our breach of these terms and conditions or Our negligence, but We are not responsible for any loss or damage that is not foreseeable and We shall not be liable in contract, tort (including negligence) or otherwise for any indirect loss of profits, business or anticipated savings, or for any indirect or consequential loss or damage whatsoever. Loss or damage is foreseeable if it is an obvious consequence of Our breach or if it was contemplated by You and Us at the time We entered into this contract.

- **7.2** We only supply the services for domestic and private use. You agree not to use the services for any commercial, business or resale purposes, and We have no liability to You for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- 7.3 We do not in any way exclude or limit Our liability for:
 - (a) death or personal injury caused by Our negligence;
 - (b) fraud or fraudulent misrepresentation; or
 - (c) any other liability which cannot be excluded by law.
- **7.4** Subject to clause 10.1 and 10.3, Our total liability for any claims, losses, damages or expenses whatsoever and howsoever caused (even if caused by Our negligence and/or breach of contract) shall be limited to the price paid by You for Our Services.

8. How We may use Your personal information

8.1 We will only use Your personal information as set out in Our Privacy Policy, <u>here</u>

9. Events Outside Our Control

- 9.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of Our obligations under a contract that is caused by an Event Outside Our Control. An Event Outside Our Control is defined below in clause 12.2.
- **9.2** An Event Outside Our Control means any act or event beyond Our reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic, pandemic, or other natural disaster, or failure of public or private telecommunications networks or impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.
- **9.3** If an Event Outside Our Control takes place that affects the performance of Our obligations under a contract:
 - (a) We will contact You as soon as reasonably possible to notify You;

- (b) Our obligations under a contract will be suspended and the time for performance of Our obligations will be extended for the duration of the Event Outside Our Control; and
- (c) We may terminate Our contract with You in accordance with clause 8 (e).

10. Confidentiality

- 10.1 You shall not use or disclose (directly or indirectly) to any person, (or otherwise make use of) either during the provision of the services or at any time after We have finished providing the services, any confidential information about Our clients, business or affairs, or any of Our business contacts, or about any other confidential matters which may come to Your knowledge in the course of receiving the services, ("Confidential Information") except if You are required to disclose by law, or if the information is already in the public domain, or unless expressly agreed in writing by Us. You shall use Your best endeavours to prevent the publication or disclosure of any Confidential Information and You agree that You will not use any such Confidential Information for Your own benefit.
- **10.2** You confirm that any personal data that You collect or have access to whilst receiving the Products or Services will be kept secure and You will fully comply with all applicable UK Data Protection and consumer legislation from time to time in place.

11. Other important terms

- **11.1** We may transfer Our rights and obligations under these terms to another organisation. We will always tell You in writing if this happens and We will ensure that the transfer will not affect Your rights under the contract.
- **11.2** You may only transfer Your rights or Your obligations under these terms to another person if We agree to this in writing.
- **11.3** This contract is between You and Us. No other person shall have any rights to enforce any of its terms.
- **11.4** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- **11.5** If We do not insist immediately that You do anything You are required to do under these terms, or if We delay in taking steps against You in respect of Your breaking this contract, that will not mean that You do not have to do those things and it will not prevent Us taking

steps against You at a later date. For example, if You miss a payment and We do not chase You but We continue to provide the services, We can still require You to make the payment at a later date.

11.6 These terms are governed by English law and You can bring legal proceedings in respect of the products in the English courts.