



TERMS AND CONDITIONS

1. ABOUT OUR TERMS

- 1.1. These terms and conditions (the "License") explain how you may access and use Isio Engage (the "Website"). This Licence applies between Isio Group Limited, a company incorporated in England and Wales (Registered Number 12273083) and having its registered office at 10 Norwich Street, London, United Kingdom, EC4A 1BD ("Isio" "we" "our" or "us") and you, the person accessing or using the Website ("you" or "your").
- 1.2. Your access to and use of the Website, as an authorised user, may be provided in one of two ways. Firstly, authorisation may be granted as part of the services provided by Isio to your employer or pension scheme (the "Client") under the Client's existing agreement with Isio for advisory services and/or other services (the "Primary Agreement"). Secondly, you can be authorised to use the site in your capacity as an individual customer of Isio.
- 1.3. You should read this Licence carefully before using the Website. By using the Website or otherwise indicating your consent, you agree to be bound by this Licence. If you do not agree with any of the terms of this Licence, you should stop using the Website immediately.

2. GRANT AND SCOPE OF LICENSE

- 2.1. In consideration of you complying with the terms of the Licence, we hereby grant to you a non-exclusive, non-transferable licence to use the Website on the terms of this Licence.
- 2.2. You shall:
 - 2.2.1. access and use the Website through a web-browser such as Microsoft Edge, Google Chrome or Apple Safari;
 - 2.2.2. use the website strictly for your own personal, non commercial purposes only; and
 - 2.2.3. otherwise use the Website only in accordance with our instructions as provided to you from time to time.
- 2.3. You shall cease use of the Website immediately upon our giving notice to you to do so.

3. RESTRICTIONS

- 3.1. Except as expressly set out in this Licence or as permitted by any local law, you undertake not to:
 - 3.1.1. Permit any third party to access or use the Website or use it on behalf of any third party (which includes operating any form of facility on behalf of any third party or operating a software bureau or similar service and not disclosing or sharing your username or password with any other person);
 - 3.1.2. copy, translate, modify, adapt or create derivative works from the Website;



- 3.1.3. create internet "links" to the Website, or "frame" or "mirror" any Website on any other server or wireless or internet-based device;
 - 3.1.4. attempt to discover or gain access to the source code for the Website or reverse engineer, modify, decrypt, extract, disassemble or decompile the Website it employs (except to the extent that you are permitted to do so under applicable law in circumstances under which Isio is not lawfully entitled to restrict or prevent the same, provided Isio is given prompt advance notice of your intention to do so);
 - 3.1.5. attempt to interfere with the proper working of the Website and, in particular, must not attempt to circumvent security, license control or other protection mechanisms, or tamper with, hack into or otherwise disrupt the Website or any associated website, computer system, server, router or any other internet-connected device;
 - 3.1.6. rent, lease, lend, pledge, or directly or indirectly transfer or distribute the Website to any third party;
 - 3.1.7. obscure, modify, amend or remove any copyright notice, trademark or other proprietary marking or notice on, or visible during the operation or use of, the Website;
 - 3.1.8. permit the Website or any part of it to be combined with, or become incorporated in, any other programs; or
 - 3.1.9. use the Website to upload, store, post, submit, email, transmit or otherwise make available any content that infringes any intellectual property rights or data protection, privacy or other rights of any other person, is defamatory or in breach of any contractual duty or any obligation of confidence, is obscene, sexually explicit, threatening, inciteful of violence or hatred, blasphemous, discriminatory (on any ground), or that does not comply with all applicable laws and regulations.
- 3.2. You shall notify us in writing as soon as you become aware of any actual or suspected unauthorised access or use of the Website (including any access or use in excess of the licence restrictions).
 - 3.3. It is your responsibility to ensure that your computer system and network connection can use the Website.
 - 3.4. You agree to comply with all Isio policies including security, technology and risk management policies, rules, and guidelines relating to the use of the Website of which Isio has notified to you from time to time. If you do not agree to new or changed policies, then you will immediately advise Isio in writing and Isio may, in its sole discretion, terminate your use of the Website.
 - 3.5. You agree to promptly notify Isio in writing if you become aware of any event or action which might reasonably impair the Website's security, such as improper access to your password.
 - 3.6. You have the right to print and download extracts of the material held on the Website for your own use and/or for the purposes of seeking advice as long as you do not modify the



printed extracts in any way including, without limitation, the inclusion of any copyright notices.

4. INTELLECTUAL PROPERTY RIGHTS

- 4.1. The intellectual property rights in the Website and in any text, images, video, audio or other multimedia content, software or other information or material submitted to or accessible from the Website are owned by us and our licensors.
- 4.2. We and our licensors reserve all our intellectual property rights (including, but not limited to, all copyright, trade marks, domain names, design rights, database rights, patents and all other intellectual property rights of any kind) whether registered or unregistered anywhere in the world. This means, for example, that we remain owners of them and are free to use them as we see fit.
- 4.3. You acknowledge that:
 - 4.3.1. except for the limited licence granted herein to you by us, you acquire no right or interest in any kind in or to the Website; and
 - 4.3.2. you have no right to have access to the Website in source code form.

5. ACCURACY OF INFORMATION

- 5.1. Unless indicated otherwise, you acknowledge that the information provided on the Website is not intended to amount to advice on which you should rely and should be considered to be an indicator only, and we make no representations, warranties or guarantees, whether express or implied, that the content on the Website is accurate, complete or up to date. It does not constitute financial advice regulated by the Financial Conduct Authority. You should always use your own independent judgment when using our Website and its content. Any information you use or actions taken are at your own risk.

6. HYPERLINKS AND THIRD-PARTY SITES

- 6.1. The Website may contain hyperlinks or references to third party advertising and websites other than the Site. Any such hyperlinks or references are provided for your convenience only. We have no control over third party advertising or websites and accept no legal responsibility for any content, material or information contained in them. The display of any hyperlink and reference to any third-party advertising or website does not mean that we endorse that third party's website, products, or services. Your use of a third-party site may be governed by the terms and conditions of that third-party site and is at your own risk.

7. WARRANTIES AND REPRESENTATIONS

- 7.1. All warranties, conditions, terms, undertakings or obligations whether express or implied and including any implied terms relating to fitness for any particular purpose, reasonable skill and



care or ability to achieve a particular result are excluded to the fullest extent allowed by applicable law.

8. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

- 8.1. The extent of our liability under or in connection with this Licence (regardless of whether such liability arises in tort, contract or in any other way and whether or not caused by negligence or misrepresentation or under any indemnity) shall be as set out in this clause 8.
- 8.2. The total liability of Isio in respect of all of the Client's users of the Website, whether in contract, tort (including negligence) or otherwise in connection with this Licence and/or the Website, shall in no circumstances exceed that contained in the Primary Agreement.
- 8.3. Where an user has been granted access to the Website on a direct basis, in their capacity as an individual customer, the total liability of Isio in respect of the authorised user of the Website, whether in contract, tort (including negligence) or otherwise in connection with this Licence and/or the website, shall in no circumstances exceed the amount the user may pay Isio for the products and services advertised through the Website.
- 8.4. Subject to clause 8.5, we shall not be liable for consequential, indirect or special losses.
- 8.5. Subject to clause 8.5, we shall not be liable for any of the following (whether direct or indirect):
 - 8.5.1. loss of profit;
 - 8.5.2. loss or corruption of data;
 - 8.5.3. loss or corruption of software or systems;
 - 8.5.4. loss or damage to equipment;
 - 8.5.5. loss of use;
 - 8.5.6. loss of production;
 - 8.5.7. loss of contract;
 - 8.5.8. loss of opportunity; and/or
 - 8.5.9. loss of savings, discount or rebate (whether actual or anticipated).
- 8.6. Notwithstanding any other provision of this Licence, our liability shall not be limited in any way in respect of the following:
 - 8.6.1. death or personal injury caused by negligence;



8.6.2. fraud or fraudulent misrepresentation; or

8.6.3. any other losses which cannot be excluded or limited by applicable law.

9. TERM AND TERMINATION

9.1. We may terminate this Licence immediately and prevent your access to the Website if you:

9.1.1. commit a material or persistent breach of this Licence; or

9.1.2. leave the pension scheme or are no longer employed by Isio's Client (if applicable); or

9.1.3. you are no longer considered an individual customer of Isio.

9.2. In the event that you are granted access to the Website through employment at a Client or due to your membership of a Client's pension scheme, if Isio's relationship with the Client ends for any reason (including without limitation where the Primary Agreement is terminated), all further access to and use of the Website by you must immediately cease and Isio may deactivate or delete related user accounts, unless otherwise required by applicable law or professional standards to maintain such accounts.

9.3. Upon termination for any reason:

9.3.1. all rights granted to you under this Licence shall cease;

9.3.2. you must cease all activities authorised by this Licence; and

9.3.3. you must immediately cease using the Website.

10. YOUR PERSONAL INFORMATION

10.1. Our Privacy Policy is available at <https://www.isio.com/privacy/>

10.2. Your privacy and personal information are important to us and will be dealt with in line with our Privacy Policy, which explains what personal information we collect from you, how and why we collect, store, use and share such information, your rights in relation to your personal information and how to contact us and supervisory authorities if you have a query or complaint about the use of your personal information.

11. COLLECTION OF TECHNICAL INFORMATION

11.1. We may collect and use technical data that might include, for example, the specifications of your device and its software in order to help us provide updates, product support and other services related to our Website. We may also use this information, as long as it is in a form that does not personally identify you, to improve products or to offer new services or technologies to you.



12. OTHER IMPORTANT TERMS

- 12.1. Each party acknowledges that it has not entered into this Licence in reliance on, and shall have no remedies in respect of, any representation or warranty that is not expressly set out in this Licence.
- 12.2. No announcement or other public disclosure concerning any of the matters contained in this Licence shall be made by, or on behalf of, a party without the prior written consent of the other party (such consent not to be unreasonably withheld or delayed), except as required by law, any court, any governmental, regulatory or supervisory authority (including, without limitation, any recognised investment exchange) or any other authority of competent jurisdiction.
- 12.3. You acknowledge that, whilst Isio has designed the Website with information security in mind and has taken steps to safeguard the security of the Website, Isio cannot guarantee that the Website is invulnerable to hacking or other unauthorised access by third parties. You also acknowledge that transmission of information over the internet is not entirely secure and there is always the possibility of unauthorised interception by third parties.
- 12.4. Isio does not guarantee that any content of the Website will be free from viruses and/or other code that may have contaminating or destructive elements. It is your responsibility to implement appropriate IT security safeguards (including anti-virus and other security checks) to satisfy its requirements as to the safety and reliability of content it provides and accesses through the Website.
- 12.5. Technical factors such as bandwidth, network configurations, and computer browser settings can affect the Website's speed and accessibility. Isio does not guarantee the continuous, uninterrupted or error-free operability of the Website, or compatibility with your computer browser or any other part of your computing systems. You acknowledge that access to the Website may be suspended, limited, denied or disabled at any time and that content submitted through the Website may not be recoverable. The Website may from time to time require periods of downtime (when the Website will be unavailable) for the purposes of carrying out repair, maintenance or upgrades. Isio does not accept any responsibility or liability for any damage, loss, cost or expense you may suffer as a result of any period of unavailability. Isio reserves the right to alter, update or suspend access to any part of the Website at any time.
- 12.6. You acknowledge that Isio may update this Licence by emailing you notice of such changes or otherwise updating this Licence online at any time, and, to the extent permitted by applicable law, such modifications will be effective immediately. You agree to the updated terms and conditions or modified online terms by continuing to use the Website.
- 12.7. The parties are independent and are not partners or principal and agent and this Licence does not establish any joint venture, trust, fiduciary or other relationship between them, other than the contractual relationship expressly provided for in it. Neither party shall have,



nor shall represent that it has, any authority to make any commitments on the other party's behalf.

- 12.8. We may transfer our rights and obligations under these terms to another organisation. You are not permitted to assign, transfer, subcontract or deal with any or all of the rights and obligations under this Licence at any time.
- 12.9. This Licence does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Licence.
- 12.10. 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.
- 12.11. No failure, delay, or omission by either party in exercising any right, power or remedy provided by law or under this Licence shall operate as a waiver of that right, power, or remedy, nor shall it preclude or restrict any future exercise of that or any other right, power, or remedy.
- 12.12. This Licence, its subject matter, and its formation, is governed by English law. 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 a resident of Scotland, you may also bring proceedings in Scotland.