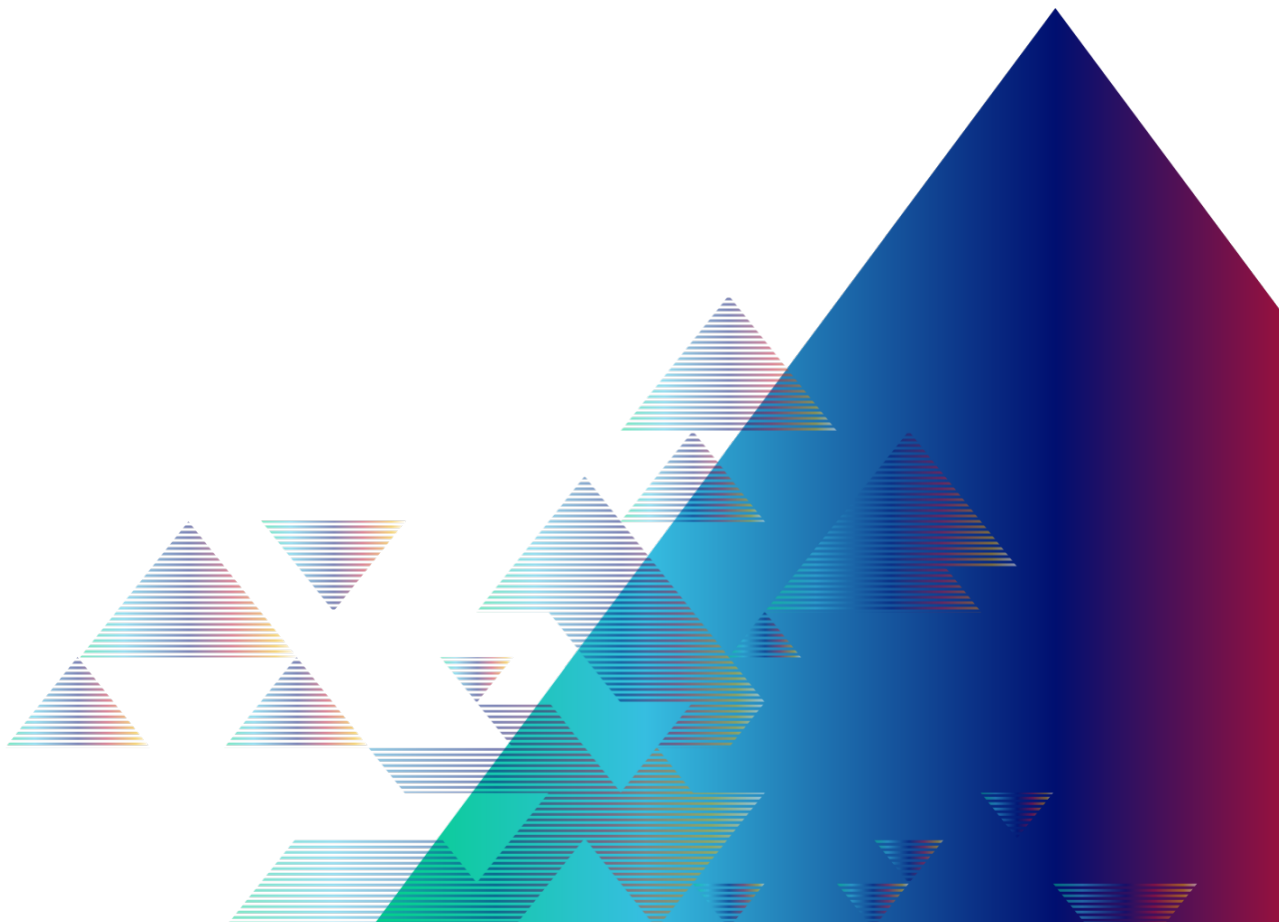




# Terms and Conditions

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## Contents

1. OVERVIEW .....	3
2. DEFINITIONS AND INTERPRETATION .....	3
3. INTELLECTUAL PROPERTY .....	5
4. THIRD PARTY INTELLECTUAL PROPERTY .....	5
5. USE OF FREE CONTENT .....	5
6. LINKS TO OTHER WEB SITES .....	5
7. SUBSCRIPTIONS .....	6
8. PRIVACY .....	6
9. DISCLAIMERS .....	6
10. AVAILABILITY OF THE WEB SITE .....	6
11. LIMITATION OF LIABILITY .....	7
12. NO WAIVER .....	7
13. UPDATING TERMS AND CONDITIONS .....	7
14. THIRD PARTY RIGHTS .....	7
15. NOTICES .....	7
16. LAW AND JURISDICTION .....	8

Please carefully read these terms and conditions and ensure that you fully understand them before using this website or any other services offered by Brismo.

These terms and conditions, together with any documents referred to herein (the "Terms") tell you the conditions on which you may make use of the Services (as defined below) offered by Brismo

## 1. Overview

Brismo has developed services (the "Services"), including, without limitation: (a) certain data and software services; (b) the Brismo website at: <https://www.brismo.com/>, user interface and documentation as well as any programming fixes, modifications, enhancements, improvements, updates, additions, derivative works and related material (the "Website"); and (c) data, including without limitation third party data, which is made available via the Website (the "Data").

Brismo's privacy and cookies policies, which are updated from time to time, and copies of which can be found at [https://brismo.com/wp-content/uploads/Policies/BRISMO\\_Privacy\\_Policy.pdf](https://brismo.com/wp-content/uploads/Policies/BRISMO_Privacy_Policy.pdf), set out the terms on which Brismo processes any personal data it collects from you or that you provide to Brismo.

These Terms together with the Privacy Policies are the "Agreement".

By accessing or using the Services, you acknowledge and agree to be bound by the Agreement. If you do not agree to the Agreement you must not use or access the Services.

These Terms and Conditions apply as between Brismo and Users and as between Brismo and Subscribing Organisations. A User's agreement to comply with and be bound by these Terms and Conditions is deemed to occur upon the User's first use of the Web Site. If a User does not agree to be bound by these Terms and Conditions, the User should stop using the Web Site immediately. These Terms and Conditions are incorporated into a Subscribing Organisation's Subscription Agreement. A Subscribing Organisation's agreement to comply with and be bound by these Terms and Conditions is deemed to occur on the date of its Subscription Agreement.

## 2. Definitions and Interpretation

In this agreement the following terms shall have the following meaning:

**"Account"** means the credentials, including but not limited to email address and password, that are used by a Registered User to access Paid Content;

**"Activation date"** means the date on which the first Account is set-up pursuant to a Subscription Agreement;

**"Client"** means any customer or bona fide prospective customer;

**"Content"** means any text, graphics, logos, icons, images, sound clips, video clips, software, data compilations, page layout, underlying code, software and any other form of information capable of being stored in a computer that appears on or forms part of this Web Site;

“**Fee**” means the sum of money specified in a Subscription Agreement;

“**Free Content**” means Content that is accessible to all Users;

“**Intellectual Property Rights**” means all intellectual property rights wherever in the world arising, whether registered or unregistered (and including any application), including copyright, know-how, confidential information, trade secrets, business names and domain names, Marks, patents, petty patents, utility models, design rights, semi-conductor topography rights, database rights and all rights in the nature of unfair competition rights or rights to sue for passing off;

“**Marks**” means any and all trade marks, trade names, service marks, trade dress, logos, URLs or identifying slogans whether or not registered;

“**Organisation**” means a legal entity including, for the avoidance of doubt, an individual;

“**Paid Content**” means Content that is accessible only to Registered Users;

“**Payment Schedule**” means a schedule of payments of Fees specified in a Subscription Agreement;

“**Period**” means the period of time specified in a Subscription Agreement;

“**Registered User**” means any User with an Account;

“**Service**” means collectively any online facilities, tools, services or information that Brismo makes available through the Web Site either now or in the future;

“**Subscribing Organisation**” means an Organisation that has entered into a Subscription Agreement;

“**Subscription Agreement**” means a Letter of Engagement that has been properly executed by both Brismo and a Subscribing Organisation and which may specify, without limitation, the Subscribing Organisation, the Period, the Fee, the Type, the number of Accounts the Subscribing Organisation is entitled to and/or any restrictions on the domain of Registered Users and any Special Conditions;

“**Termination Date**” means the date a Subscription Agreement expires and is calculated by reference to the Activation Date and the Subscription Period;

“**Type**” is as specified in the Subscription Agreement;

“**Brismo**” is the trading name of AltFi Data Limited. having registered company number 09054761 and its Registered Offices at 7 Castle Street, Tonbridge, Kent, England, TN9 1BH;

“**User**” means any party that accesses the Web Site. For the avoidance of doubt User includes, without limitation, any Registered User; and

“**Web Site**” means the website www.brismo.com and any sub-domains of this site.

### **3. Intellectual Property**

Users and Subscribing Organisations acknowledge and agree that Brismo and/or its licensors own all Intellectual Property Rights in the Services, the Web Site, the Content, and any Outputs. Except as expressly stated herein, this agreement does not grant any User or any Subscribing Organisation any rights to, or in, patents, copyrights, database rights, trade secrets, trade names, trade marks (whether registered or unregistered), or any other rights or licences in respect of the Services, the Web Site, the Content and any Output.

### **4. Third Party Intellectual Property**

Where expressly indicated, certain parts of the Services, the Web Site, the Content, and any Output and the Intellectual Property Rights subsisting therein may belong to other parties (the "Third Party Material"). This Third Party Material, unless expressly stated to be so, is not covered by any permission granted by Clause 4 of these Terms and Conditions to use Content from the Web Site. Any such Content will be accompanied by a notice providing the contact details of the owner and any separate use policy that may be relevant.

### **5. Use of Free Content**

A User may not print, reproduce, copy, distribute, store or in any other fashion re-use Free Content from the Web Site for any purpose unless either:

5.1 otherwise indicated on the Web Site; or

5.2 directly given express written permission to do so by Brismo.

In particular, without limitation, a User may not systematically copy Free Content from the Web Site with a view to creating or compiling any form of comprehensive collection, compilation, directory or database, or for creating any aggregated data derived from the Free Content, unless given express written permission to do so by Brismo.

### **6. Links to Other Web Sites**

This Web Site may contain links to other sites. Unless expressly stated, these sites are not under

the control of Brismo. Brismo assumes no responsibility for the content of such web sites and disclaim liability for any and all forms of loss or damage arising out of the use of them. The inclusion of a link to another site on this Web Site does not imply any endorsement of the sites themselves or of those in control of them and Brismo makes no representation about such sites, any materials found there or any results obtained from using such site.

## **7. Subscriptions**

Terms and conditions between Brismo and Subscribing Organisations are covered by the applicable Subscription agreement.

## **8. Privacy**

Use of the Web Site is also governed by the Web Site's [Privacy Policy \(https://brismo.com/wp-content/uploads/Policies/BRISMO\\_Privacy\\_Policy.pdf\)](https://brismo.com/wp-content/uploads/Policies/BRISMO_Privacy_Policy.pdf) which is incorporated into these terms and conditions by this reference.

## **9. Disclaimers**

9.1 Brismo makes no warranty or representation that the Web Site or any Output (the "Material") will meet the requirement of a User or a Subscribing Organisation, that it will be of satisfactory quality, that the Material will be fit for a particular purpose, that the Material will not infringe the rights of third parties, that it will be compatible with all systems, or that the Material will be secure.

9.2 Whilst reasonable endeavours have been made to ensure that all information provided on this Web Site will be accurate and up to date, Brismo makes no warranty or representation that this is the case. We make no guarantee of any specific results from the use of the Services.

9.3 No part of the Web Site is intended to constitute advice and neither the Content nor any Output should not be relied upon when making any decisions or taking any action of any kind.

9.4 Commercial use of the information on this Web Site is permitted, however Brismo makes no representation or warranty that this Content is suitable for use in commercial situations or that it constitutes accurate data and / or advice on which business decisions can be based.

9.5 Whilst every effort has been made to ensure that all descriptions of services available from Brismo correspond to the actual services available, Brismo is not responsible for any variations from these descriptions.

## **10. Availability of the Web Site**

The Service is provided "as is" and on an "as available" basis. Brismo gives no warranty that the

Service or any Output will be free of defects and / or faults. To the maximum extent permitted by the law we provide no warranties (express or implied) of fitness for a particular purpose, accuracy of information, compatibility and satisfactory quality. Brismo accepts no liability for any disruption or non-availability of the Web Site resulting from external causes including, but not limited to, ISP equipment failure, host equipment failure, communications network failure, power failure, natural events, acts of war or legal restrictions and censorship.

## **11. Limitation of Liability**

For all direct or indirect loss or damage, foreseeable or otherwise, including any indirect, consequential, special or exemplary damages arising from the use of the Web Site or any information contained therein, to the maximum extent permitted by law, Brismo accepts no liability. Users should be aware that they use the Web Site and its Content or any Output at their own risk. Brismo shall have no liability whatsoever to anyone not subject to these Terms and Conditions or to anyone subject to these Terms and Conditions prior to them becoming bound by these Terms and Conditions.

## **12. No Waiver**

In the event that any party to these Terms and Conditions fails to exercise any right or remedy contained herein, this shall not be construed as a waiver of that right or remedy.

## **13. Updating Terms and Conditions**

Brismo reserves the right to update these terms and conditions from time to time and without notice. In the event of any conflict between the updated Terms and Conditions and any prior versions thereof, the provisions of the updated Terms and Conditions shall prevail unless it is expressly stated otherwise.

## **14. Third party rights**

These Terms and Conditions are made solely for the benefit of the parties to it and is not intended to benefit, or be enforceable by, any other person.

## **15. Notices**

All notices/communications shall be given to Brismo either by post to Brismo's Registered Offices or at [contactus@brismo.com](mailto:contactus@brismo.com). Such notice will be deemed received 3 days after posting if sent by first class post, the day of sending if the email is received in full on a business day and on the next business day if the email is sent on a weekend or public holiday.

## **16. Law and Jurisdiction**

These Terms and Conditions and the relationship between Brismo and a User shall be governed by and construed in accordance with the Law of England and Wales, Brismo, and Users agree to submit to the exclusive jurisdiction of the Courts of England and Wales.