

Terms of Website Use

Introduction

www.yourinvestore.com is a site operated by Investore, a trading style of Synergy Financial Products Limited.

This document (together with the documents referred to in it) tell you the terms of which you may make use of our website www.yourinvestore.com ("our website"). Use of our website includes accessing, browsing or applying for one of our products. Please read these terms of use carefully before you start to use our website, as these will apply to your use of our website. We recommend that you print a copy of this for future reference.

By using our website, you confirm that you accept these terms of website use and that you agree to comply with them. If you do not agree to these terms of website use, you must not use our website.

Other Applicable Terms

These terms of website use refer to the following additional terms, which also apply to your use of our website:

Our Privacy Policy (Privacy & Cookie Policy), which sets out the basis on which we process any personal data we collect from you, or that you provide to us. By using our website you consent to such processing in accordance with this policy. Our Privacy Policy also sets out details of the cookies that we use on our website; and

The applicable terms and conditions governing the products or services we agree to provide you. These terms and conditions are available from www.yourinvestore.com

1. Use of our website

1.1 Our online service and the content displayed is intended for "Qualifying Individuals" who are UK residents for tax purposes and over 18 years of age. This service is not intended for distribution or use by any person or entity in any jurisdictions in any country where such distribution or use is contrary to law in which we would be subjected to any registration requirement regulatory or otherwise within such jurisdiction or country. By using our website and by agreeing to our website terms of use, you warrant and represent that you are at least 18 years of age and are a UK resident for tax purposes.

1.2 The content published on our website, and, in particular the products and services to which it refers, does not constitute a recommendation for an individual to subscribe to any of our products. If you are unsure whether an investment is suitable for you, you should seek professional advice such as a suitably qualified professional adviser to obtain appropriate financial, legal, accounting, tax and other advice.

1.3 You may access most areas of our website without registering your details with us, however certain areas of our website may require you to register. We are not obliged to approve your application, and we may revoke or limit your access to our website or our approval at any time at our sole and absolute discretion and without incurring any liability. If we do grant you access to an otherwise restricted area of our website, your login details are personal to you, and you must keep them confidential and not permit or enable another person to use them. All actions (including unauthorised actions provided they are not through a fault of ours) conducted using your login details shall be deemed to be conducted by you, and you shall therefore be responsible for those actions.

1.4 We reserve the right to withdraw and/or amend services or content on our website without notice and we accept no liability, no matter how that may be caused, arising from us doing so. We do not guarantee that our website, or any content on it, will be free from errors or omissions.

2. Permitted Use and Access

2.1 You are permitted to use and access our website on a personal, non-commercial basis. You may not copy or make commercial use of our website or any of the content including, but not limited to, information, imagery or data from, or underlying, our website without obtaining our express written permission from us to do so.

2.2 You will only be able to gain access to your personal Dividend Income Plan online account ("online account") after the successful completion of the online registration process and then using the "login" feature on our website. To "login" you will be required to identify and authenticate yourself through your personal user name, Personal Identification Number (PIN) and password that you created during the completion of our online registration process.

2.3 It is your responsibility to have secure access to the internet and we recommend that you change your passwords regularly via our website to keep your details as secure as possible. In addition we strongly suggest that you do not use the same password for any other online accounts you hold.

2.4 You must not disclose your username, passwords, PIN or any other secure information to any other party. Where we believe the integrity of our systems could be compromised (without limitation) by your username, password, account details or confidential information having been obtained by a third party, we reserve the right to block online access to your account. Where such occurrence leads to your account being blocked we will not be liable for any losses that could arise.

2.5 We are entitled to treat instructions validated (without limitation) by your username, password, PIN, account details or confidential information as genuine. We cannot accept any liability for any financial loss resulting from you not having complied with these terms of website use or a failure to take reasonable security precautions.

2.6 We shall not be liable to you for any losses or damages suffered by you or any third party how so ever caused (including any such loss damage suffered by you as a result of an action brought by a third a party) arising in relation to the online account unless they flow naturally from our breach of these terms of website use, negligence, fraud or wilful default.

2.7 We do not guarantee that our website, or any content on it, will always be available or be uninterrupted. Access to our website is permitted on a temporary basis. We may suspend, withdraw, discontinue or change all or any part of our website without notice. We will not be liable to you if for any reason our website is unavailable at any time or for any period.

3. Intellectual Property Rights

3.1 We are the owner or the licensee of all intellectual property rights in our website, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

3.2 You may print, copy, download or temporarily store extracts from our website for your personal information or when you use our products or services only. Any other use of our website and/or its content is prohibited without our prior written permission.

3.3 If you do not comply with your obligations set out in these terms of website use we may revoke the rights granted to you under these terms of website use and we reserve the right to take any further action which we consider to be appropriate.

4. Exclusion of Liability

This section excludes or limits our legal liability in connection with your use of our website, and should be read carefully.

4.1 Nothing in these terms of website use excludes or limits our liability for death or personal injury arising from our negligence, or our fraud, or fraudulent misrepresentations, or any other liability that cannot be excluded or limited by law.

4.2 Nothing in these terms of website use shall exclude or limit or restrict our duties and liabilities to you under the Financial Services and Markets Act 2000, or any conduct of business rules which we are bound to comply with.

4.3 We will not be liable for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with use of, or inability to use, our website.

4.4 Please note that we only provide our website for domestic and private use. You agree not to use our website for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

4.5 To the extent permitted by law, we exclude any warranties of any kind, undertakings or representations express or implied to the full extent permitted under applicable law, with regard to our website or (including without limitation) all or any part of the content, materials, accuracy of, availability and completeness of the content of our website.

4.6 We will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our website or to your downloading of any content on it, or on any website linked to it.

5. Viruses

5.1 We do not guarantee that our website will be secure or free from bugs or viruses.

5.2 You are responsible for configuring your information technology, computer programmes and platform in order to access our website. You should use your own virus protection software.

5.3 You must not misuse our website by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to our website, the server on which our website is stored or any server, computer or database connected to our website. You must not attack our website via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our website will cease immediately.

6. Links and Digital Messaging

6.1 Our website is designed to be accessed via its main home page. If you access pages via a search engine or links from another third party website, you may indirectly miss relevant information on the page in question, or other information that may be important to you.

6.2 Our website contains links which will, if required, direct you to other websites or domains owned and operated by us. When you use these links and access other websites or domains you will become subject to the terms, conditions and policies which apply to those websites or domains. Those terms, conditions and policies will be available for you to view on those websites or domains, and it is your responsibility to make sure that you are familiar with and willing to accept them. We accept no liability, no matter how that may be caused, for any failure on your part to view or comply with those terms, conditions and policies.

6.3 Digital Messages transmitted via the internet cannot be guaranteed to be completely secure as they may be vulnerable to possible interception, loss or possible alteration. SFPL will accept no liability to you or any other third party for any damages occurred or otherwise in connection with any message sent by you or a third party to SFPL, or any message sent via SFPL to you or any third party who may be connected.

7. Sharing Content and Social Networks

7.1 - Certain pages on our website may allow you to share content via your profile on various social networks and other shared-content platforms. If you share content in this manner you also become subject to terms, conditions and policies of those third parties. We recommend that you review and familiarise yourself with those terms and conditions, and we disclaim any liability, no matter how that may be caused, associated with your use of those services, or for your failure to view, comply or familiarise yourself with their terms, conditions and policies.

7.2 We will not be held responsible (without limitation) for any information, content or opinion, that has been posted, placed or uploaded on any third party website which allows individuals via an individual profile or any other form of shared content platform, to share any digital content, opinion or other information unless this content has been posted, placed or uploaded by an authorised member of Investore. Investore does not endorse the social media sites themselves, or any information posted on the sites via third parties or other users.

7.3 When you engage with us via social media your personal data may be stored on that social media site's servers, which are outside the control of investore and, these servers may be outside the European Union. Any information posted to such sites may be accessed and read by the general public. We will not ask you to share personal, account or security information via a social media site and you should never post such information on these channels.

8. Telephone Calls

8.1 We will record all incoming telephone calls made to us using any telephone number provided on our website for security and training purposes. We will also record all outgoing telephone calls made by us in response to any ring-back request you make via our website.

9. Internet Communications

9.1 We reserve the right to monitor all internet communications, including web and email traffic into and out of our domains for the purposes of security, ensuring compliance with these terms of website use, and detecting fraud and other crimes.

10. Financial Services Compensation Scheme (FSCS)

Important information about the Financial Services Compensation Scheme

10.1 Investore, a trading style of Synergy Financial Products Ltd are covered by the Financial Services Compensation Scheme (FSCS). This means that if we cannot meet our financial obligations to you, you may be entitled to compensation under the scheme.

10.2 For further information about the compensation provided by the FSCS (including the amounts covered and eligibility to claim) please refer to the website www.fscs.org.uk. Please note only compensation-related queries should be directed to the FSCS.

11. Changes to Terms of Website Use

11.1 We may alter these terms of website use at any time by amending this page. Please check this page from time to time to take notice of any changes we have made, as their binding on you.

12. Validity

12.1 If any of these terms of website use is declared to be unlawful, invalid, void or for any reason unenforceable, this will have no effect on the validity and enforceability of the remaining provisions of these terms, and it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted.

13. Jurisdiction & Governing Law

13.1 These terms of website use and any non-contractual obligations arising out of or in connection with them are governed by and shall be construed in accordance with the laws of England and Wales. Any dispute relating to or arising out of these terms and conditions and any non-contractual obligations arising out of or in connection with them shall be subject to the exclusive jurisdiction of the English and Welsh courts. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are resident of Scotland, you may also bring proceedings in Scotland.

We are committed to ensuring that your information is secure. In order to prevent unauthorised access or disclosure, we have put in place suitable physical, electronic and managerial procedures to safeguard and secure the information we collect online. Please note however that the transmission of information via the internet is not completely secure. Although we will do our best to protect your personal data, we cannot guarantee the security of your data transmitted to our site; any transmission is at your own risk.

We will only ever request the minimum amount information required from you and it will only be used in accordance for the reason we have collected it. We will be transparent in our dealings with you and inform you of how we will collect and use your information.

We will only retain information collected about you online for as long as permitted for legitimate business purposes.

We will review our security procedures at regular intervals to ensure the security of any information you have provided to us.