



## INVESTOR TERMS AND CONDITIONS

### 1. INTERPRETATION

- 1.1. The definitions and rules of interpretation in this clause apply to this agreement.
  - 1.1.1. Asset Manager: an asset manager who uses the Website.
  - 1.1.2. Authorised User: those employees, agents and independent contractors of the Investor who are authorised to use the Website.
  - 1.1.3. Confidential Information: information that is proprietary or confidential and is either clearly labelled as such or identified as Confidential Information in clause 7.
  - 1.1.4. High Net Worth Company: any body corporate, unincorporated association, partnership or trustee falling within article 49(2) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005.
  - 1.1.5. Investment Professional: an investment professional as defined in article 19(5) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005.
  - 1.1.6. Investor: the company, partnership, trust, unincorporated body of persons or other legal entity named in the field labelled "Company" on the sign-up page of the Website.
  - 1.1.7. Pueblo: **[INSERT NAME OF COMPANY WHO WILL OPERATE THE WEBSITE];**
  - 1.1.8. Website: mypueblo.com;
  - 1.1.9. You: the natural person named in the field labelled "Name" on the sign-up page of the Website.
- 1.2. Clause, schedule and paragraph headings shall not affect the interpretation of this agreement.
- 1.3. A person includes an individual, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors or permitted assigns.
- 1.4. Unless the context otherwise requires, a reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.



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- 1.5. Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
  - 1.6. A reference to a statute or statutory provision is a reference to it as it is in force as at the date of this agreement.
  - 1.7. A reference to a statute or statutory provision shall include all subordinate legislation made as at the date of this agreement under that statute or statutory provision.
  - 1.8. References to clauses and schedules are to the clauses and schedules of this agreement; references to paragraphs are to paragraphs of the relevant schedule to this agreement.
2. ACCESS AND USE
- 2.1. By checking the box "Accept Terms and Conditions" below:
    - 2.1.1. if you are the first Authorised User at the Investor, You agree to bind the Investor to these terms and conditions of use pertaining to the Investor's use of the Website and You warrant that You have the authority to bind the Investor to these terms and conditions;
    - 2.1.2. if you are the second or subsequent Authorised User at the Investor, You reconfirm that the Investor will comply with these terms and conditions and You warrant that You have the authority to make this confirmation on behalf of the Investor.
  - 2.2. The Investor shall not:
    - 2.2.1. except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties and except to the extent expressly permitted under these terms and conditions:
      - 2.2.1.1. attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Website (as applicable) in any form or media or by any means; or
      - 2.2.1.2. attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Website; or
    - 2.2.2. access all or any part of the Website in order to build a product or service which competes with the Website; or
    - 2.2.3. use the Website to provide services to third parties (other than in the ordinary course of its business); or



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2.2.4. subject to clause 11.5, license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Website available to any third party except the Authorised Users; or

2.2.5. attempt to obtain, or assist third parties in obtaining, access to the Website, other than as provided under this clause 2.

2.3. The Investor shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Website and, in the event of any such unauthorised access or use, promptly notify Pueblo.

2.4. The rights provided under this clause 2 are granted to the Investor only, and shall not be considered granted to any subsidiary or holding company of the Investor, unless expressly agreed in writing by Pueblo.

2.5. Any breach by the Investor of this clause 2 shall be deemed to be a material breach of this agreement.

### 3. GRANT OF LICENCE

3.1. Pueblo grants the Investor a limited non-exclusive, non-transferable, revocable licence, without the right to grant sublicences, to access the Website and use the information and other materials on the Website for the sole purpose of identifying and establishing contact with Asset Managers whose services may be of interest to the Investor.

### 4. INVESTOR OBLIGATIONS

4.1. The Investor shall:

4.1.1. provide Pueblo with:

4.1.1.1. all necessary co-operation in relation to this agreement;

4.1.1.2. all necessary access to such information as may be required by Pueblo in order in to provide access to the Website, including but not limited to, security access information and configuration services;

4.1.2. comply with all applicable laws and regulations with respect to its activities under this agreement;

4.1.3. carry out all other Investor responsibilities set out in this agreement in a timely and efficient manner;

4.1.4. ensure that the Authorised Users use the Website in accordance with the terms and conditions of this agreement and shall be responsible for any Authorised User's breach of this agreement;



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4.1.5. be solely responsible for procuring and maintaining its network connections and telecommunications links from its systems to Pueblo's data centres, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Investor's network connections or telecommunications links or caused by the internet.

## 5. INVESTOR WARRANTIES

5.1. The Investor warrants that the contents of the Website may lawfully be accessed by it in the jurisdiction where it is established.

5.2. If the Investor is established in the United Kingdom, or if it makes investment decisions in the United Kingdom, it warrants that it is either an Investment Professional or High Net Worth Company.

## 6. PROPRIETARY RIGHTS

6.1. The Investor acknowledges and agrees that Pueblo and/or its licensors own all intellectual property rights in the Website. Except as expressly stated herein, this agreement does not grant the Investor any rights to, or in, patents, copyright, database right, trade secrets, trade names, trademarks (whether registered or unregistered), or any other rights or licences in respect of the Website.

## 7. CONFIDENTIAL INFORMATION

7.1. Each party may be given access to Confidential Information from the other party in order to perform its obligations under this agreement. In addition, the Investor may receive Confidential Information about an Asset Manager or its investment funds or other investment products or services. Neither the parties' nor an Asset Manager's Confidential Information shall be deemed to include information that:

7.1.1. is or becomes publicly known other than through any act or omission of the receiving party;

7.1.2. was in the receiving party's lawful possession before the disclosure;

7.1.3. is lawfully disclosed to the receiving party by a third party without restriction on disclosure;

7.1.4. is independently developed by the receiving party, which independent development can be shown by written evidence; or

7.1.5. is required to be disclosed by law, by any court of competent jurisdiction or by any regulatory or administrative body.

7.2. Each party shall hold the other's Confidential Information in confidence and, unless required by law, not make the other's Confidential Information available to any third party, or use the other's Confidential Information for any purpose other than the implementation of this agreement. The Investor shall hold each Asset Manager's Confidential Information in confidence and, unless required by law, not make the Asset Manager's Confidential Information available to any third party, or use the



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Asset Manager's Confidential Information for any purpose other than the implementation of this agreement.

7.3. Each party shall take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of this agreement. The Investor shall take all reasonable steps to ensure that each Asset Manager's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of this agreement.

7.4. Neither party shall be responsible for any loss, destruction, alteration or disclosure of Confidential Information caused by any third party.

## 8. DISCLAIMER

8.1. **ACCURACY AND CURRENCY OF INFORMATION:** Pueblo provides access to the information and documents available through the Website for informational purposes only. Much of the content of the Website is provided by Asset Managers. Pueblo has not taken any steps to verify that the information provided by Asset Managers is correct at the time of publication. Pueblo makes no representation or warranty (including liability towards third parties), express or implied, regarding the correctness, reliability or completeness of the information provided. Pueblo shall not be obliged to remove any outdated information from the Website or to expressly mark it as being outdated. The information provided on the Website may be modified at any time without prior notice.

8.2. **NO ADVICE OFFERED BY PUEBLO:** Nothing contained on the website constitutes financial, legal, tax or other advice, nor should any investment or any other decisions be made based on the Website content. Investments in any of the investment instruments that may be described on the Website should only be made after carefully studying the corresponding fund prospectus, regulations and annual or half-yearly report including all the legal information therein. The Investor should obtain advice from a qualified expert before making any investment decision.

8.3. **INFORMATION NOT TAILORED TO YOUR SITUATION:** While Pueblo endeavours to provide the Investor with information about Asset Managers who may be of interest to it, information contained on the Website is not tailored for the Investor's individual situation and, as a result, such information may be unsuitable for the Investor and the Investor's investment decisions.

8.4. **NO OFFER/INDUCEMENT:** No information published on the Website constitutes an offer, a request or a recommendation to buy or sell any investment instruments or to conclude any other transactions or any legal act whatsoever.

8.5. **PAST PERFORMANCE IS NOT A GUIDE TO FUTURE RETURNS:** The future performance of an investment cannot be deduced from previous market value, i.e. the value of an investment may fall as well as rise. Therefore, good performance in the past does not guarantee good performance in the future.



- 8.6. **NO RESPONSIBILITY FOR LINKS:** Some links on the Website lead to third-party websites, which are completely beyond the control of Pueblo. Accordingly, Pueblo does not assume any responsibility for the accuracy, completeness or legality of the contents of such websites, or for any offers and services contained.
- 8.7. **LEGALITY OF PUBLICATION ON THE WEBSITE:** The Website contains information about Asset Managers and may contain information and documents about investment funds. The Website is not directed to any person in any jurisdiction where (by reason of that person's nationality, tax residence or otherwise) the publication or availability of the Website is prohibited. Persons in respect of whom such prohibitions apply must not access the Website.
- 8.8. **LEGALITY OF THE DISTRIBUTION OF FUNDS AND INVESTMENT PRODUCTS:** Fund and investment product information on Website is provided by Asset Managers. Pueblo makes no warranty that any fund or investment product mentioned on the Website may be lawfully marketed, distributed, offered or placed in the jurisdiction where the Investor is located or in any other jurisdiction. IT IS THE EXCLUSIVE RESPONSIBILITY OF THE INVESTOR TO ENSURE THAT IT MAY LEGALLY INVEST IN ANY FUND, INVESTMENT PRODUCT OR INVESTMENT SERVICE OFFERED BY AN ASSET MANAGER WITH WHOM THE INVESTOR HAS ESTABLISHED CONTACT THROUGH THE WEBSITE.
- 8.9. **VIRUSES AND OTHER MALWARE:** Pueblo disclaims all liability for any tampering with the Investor's and each Authorised User's computer system by unauthorized parties. In this regard, Pueblo expressly draws attention to the risk of viruses and the possibility of targeted attacks by hackers. In order to combat viruses, trojans, worms and other malware it is recommended that the most recent browser versions be used and that anti-virus software be installed and continually updated. As a rule, the opening of any e-mail from an unknown source as well as any unexpected attachment to an e-mail message should be avoided.
- 8.10. **AVAILABILITY OF THE WEBSITE:** Pueblo may suspend the operation of the Website at any time without notice. Pueblo does not warrant that access to or use of the Website or of any sites or pages linked to it will be uninterrupted or error free.
- 8.11. **CHANGES TO FORM AND CONTENT OF THE WEBSITE:** Pueblo may change the format and content of the Website at its sole discretion at any time without notice. You should refresh your browser each time you visit the Website to ensure that you access the most up-to-date version of the Website and any information appearing on it.
- 8.12. **NOTICE TO UNITED KINGDOM PERSONS:** In the United Kingdom, the Website is directed only at persons having professional experience related to investments and High Net Worth Companies. Persons who do not have professional experience in matters relating to investments or who are not High Net Worth Companies should not use the Website nor should they rely on any of its contents.



## 9. LIMITATION OF LIABILITY

9.1. This clause 9 sets out the entire financial liability of Pueblo (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Investor:

9.1.1. arising under or in connection with this agreement;

9.1.2. in respect of any use made by the Investor of the Website or any part of it;  
and

9.1.3. in respect of any representation, statement or tortious act or omission (including negligence) arising under or in connection with this agreement.

9.2. Except as expressly and specifically provided in this agreement:

9.2.1. the Investor assumes sole responsibility for results obtained from the use of the Website by the Investor, and for conclusions drawn from such use. Pueblo shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to Pueblo by the Investor in connection with the Website, or any actions taken by Pueblo at the Investor's direction;

9.2.2. all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this agreement; and

9.2.3. the Website is provided to the Investor on an "as is" basis.

9.3. Nothing in this agreement excludes the liability of Pueblo:

9.3.1. for death or personal injury caused by Pueblo's negligence; or

9.3.2. for fraud or fraudulent misrepresentation.

9.4. Subject to clause 9.2 and clause 9.3:

9.4.1. Pueblo shall not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any loss of profits, loss of business, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under this agreement; and

9.4.2. Pueblo's total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this agreement shall be limited to GBP 100.



## 10. TERM AND TERMINATION

- 10.1. This agreement shall commence on the date it is entered into and shall continue until it is terminated in accordance with clause 10.2.
- 10.2. Either party may terminate this agreement with immediate effect by giving written notice (which shall include notice sent by e-mail) to the other party.
- 10.3. Neither party shall be obliged to give any reason for terminating this agreement. Without limiting the generality of the foregoing, Pueblo may terminate this agreement if the Investor breaches clause 2 or otherwise uses the Website in a way that is contrary to the interests of Pueblo, an Asset Manager or other users of the Website.
- 10.4. On termination of this agreement for any reason:
- 10.4.1. all licences granted under this agreement shall immediately terminate; and
- 10.4.2. any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination shall not be affected or prejudiced.

## 11. GENERAL

- 11.1. No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 11.2. If any provision (or part of a provision) of this agreement is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.
- 11.3. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.
- 11.4. This agreement, and any documents referred to in it, constitute the whole agreement between the parties and supersede any previous arrangement, understanding or agreement between them relating to the subject matter they cover.
- 11.5. The Investor shall not, without the prior written consent of Pueblo, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this agreement.
- 11.6. Pueblo may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this agreement.





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11.7. Nothing in this agreement is intended to or shall operate to create a partnership between the parties, or authorise either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

11.8. This agreement does not confer any rights on any person or party (other than the parties to this agreement and, where applicable, their successors and permitted assigns) pursuant to the Contracts (Rights of Third Parties) Act 1999.

11.9. Any notice required to be given under this agreement shall be in writing and sent by e-mail:

11.9.1. If to Pueblo to: **[INSERT PUEBLO E-MAIL ADDRESS];**

11.9.2. If to the Investor, to the e-mail address given by the Investor at the time it signed up to use the Website.

11.10. Any notice given pursuant to clause 11.10 is deemed to be received:

11.10.1. when the sender receives an automated message confirming delivery;  
or

11.10.2. 30 minutes after the time sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the email has not been delivered;

whichever happens first.

## 12. GOVERNING LAW AND JURISDICTION

12.1. This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales and each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle such dispute or claim.