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These terms and conditions will apply each and every time you access this Website. By using this Website you agree to be bound by these terms and conditions. If you do not agree to be bound by the terms and conditions set out below do not continue to use this Website.

We reserve the right to change these terms and conditions at any time; a notice of any updates will be posted on the home page. You are bound by such changes and should therefore periodically check the home page for details of any amendments to the terms and conditions.

# Limitation of Liability

This Website is available to you on an "as is" basis and We give no warranties in respect thereof. All conditions, warranties and representations expressed or implied by statute, common law or otherwise are hereby excluded to the extent permitted by law.

We exclude all liability (whether arising in contract, tort or negligence) arising out of or in connection with your use of the Website. The exclusion means in particular, without limiting the generality of the foregoing, that We expressly exclude all liability which We may otherwise have to you (whether arising in contract, tort or negligence) in relation to:

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(b) any factual, textual, or typographical errors or omissions;

(c) any failure or delay in operation or transmission of this Website;

(d) any computer virus or line or system failure;

(e) any misrepresentation on or relating to this Website (other than a fraudulent misrepresentation made by us or on our behalf); (f) any direct, indirect, incidental, special, economic or consequential loss or any loss of data, opportunity or goodwill;

(g) any negligent act by us or our employees or agents in relation to this Website.

This exclusion of liability shall apply even if you have advised us or our employees or agents of any damage, loss or expense you might suffer.

Nothing in these Terms & Conditions has the effect of excluding or limiting our liability towards you:

- for death or personal injury caused by our negligence or the negligence of our employees or agents;
- under the Financial Services and Markets Act 2000 and any rules and regulations for the conduct of business made under these Acts to which We are subject, including any applicable rules of the Financial Services Authority; or
- for fraud.

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We shall not be liable in any way for errors, omissions and interruptions or for the modification or withdrawal of this Website or part thereof.

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These Terms and Conditions shall be governed by and construed in accordance with English Law, and the parties agree to submit to the exclusive jurisdiction of the English Courts.

## Information and Assistance

UK1 4583153v.1

If you have any questions or you are experiencing difficulty with this Website, then please contact our helpdesk: • E-mail: PRO\_CUAL@pro-ltd.co.uk

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