

# TERMS AND CONDITIONS

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## TERMS AND CONDITIONS THAT APPLY TO THE USE OF PEREGRINE'S DIGITAL PLATFORMS

### 1. THESE TERMS ARE AN AGREEMENT

These Terms and Conditions together with our Privacy Notice (collectively, the "**Terms**") are an agreement between you and Peregrine and govern your use of the Digital Platforms. You may not use the Digital Platforms unless you agree to comply with these Terms. Please read these Terms and any other documents referred to in these Terms very carefully, especially the clause entitled "Peregrine disclaims and limits its liability".

Some of the services provided on the Digital Platforms may contain additional terms, which may be relevant to specific services or products you use or subscribe to. By using those products or services, you agree to be bound by such additional rules and/or terms. All such other terms are incorporated into these Terms. Where there is a conflict between such other terms and these Terms, these Terms will apply.

### 2. HOW YOU SHOW YOUR AGREEMENT WITH THESE TERMS

You show your agreement with these Terms and your intention to be bound by them, unmodified by you, if you do either of the following:

- use any of the Digital Platforms in any way, in which case you understand and agree that Peregrine will treat your use of the Digital Platforms as acceptance of these Terms from the moment you first begin to access any of the Digital Platforms or products or services related thereto; or
- click to accept or agree to these Terms where Peregrine makes an option to do so available to you.

If you do not agree with any provision contained in these Terms, you must not use any of the Digital Platforms or products or services related thereto in any way.

### 3. PEREGRINE MAKES NO WARRANTIES REGARDING THE INFORMATION

All the Content is given by Peregrine and the Peregrine Associates in good faith. Neither Peregrine nor the Peregrine Associates makes nor intends to make any representation or warranty of any kind regarding the accuracy or completeness of any of the Content.

The Content is for information purposes only and does not take into account the needs or circumstances of any person, nor does it constitute advice of any kind. It is not an offer to sell or an invitation to invest. Not all risks in relying on any of the Content have been disclosed.

Any offerings by Peregrine are subject to completion (in the manner required) of the relevant application forms and other documentation, and are governed by the relevant terms and conditions contained in the application forms and elsewhere as specified.

You may not copy, reproduce, distribute, transmit, display, broadcast or publish any of the Content. You acknowledge that you do not acquire any ownership of or rights to use any of the Content, unless where expressly stated so.

### 4. YOU WARRANT THAT YOU HAVE FULL CAPACITY

By showing your agreement with these Terms in clause 2, you warrant and represent that you have full capacity (or have your guardian's consent) to enter into this contract with Peregrine.

#### 5. PEREGRINE MAY MAKE CHANGES TO THESE TERMS

Peregrine may, in its sole discretion, amend these Terms at any time by updating this page. It is your responsibility to review these Terms regularly and to ensure that you are satisfied with any such amendments. If you are not satisfied with any amendments, you must stop using all Digital Platforms in any way. For these purposes it is recorded that these terms and conditions were amended in November 2022. By continuing to use the Digital Platforms after we made any changes to these terms and conditions, you agree to be bound by the changed terms and conditions.

#### 6. PEREGRINE MAY MAKE CHANGES TO THE DIGITAL PLATFORMS

Peregrine may add new features to the Digital Platforms and modify or even discontinue existing features without notice to you, and you agree to this.

#### 7. PEREGRINE GRANTS YOU A LICENCE TO USE THE DIGITAL PLATFORMS PROVIDED YOU ABIDE BY CERTAIN RULES

Peregrine grants you a limited, non-exclusive, non-sub-licensable, non-transferrable, revocable licence to use the Digital Platforms. This limited licence is subject to the following restrictions which you agree to. Except as expressly permitted by these Terms, you agree not to, nor will you allow any Third Party (whether or not for your benefit) to:

- run, rent, lease, loan, or sell access to the Digital Platforms;
- decompile or reverse engineer or attempt to access the source code of the software underlying the Digital Platforms;
- copy, archive, store, reproduce, rearrange, modify, adapt, download, create derivative works from, display, perform, publish, distribute, redistribute or disseminate any Peregrine Intellectual Property;
- use the Digital Platforms to build products or services using similar ideas, features, functions, interface or Content made available through the Digital Platforms;
- use any aspect of the Digital Platforms by any means other than as permitted in these Terms;
- circumvent, disable or otherwise interfere with the Digital Platforms' security related features or any other features that prevent or restrict use or copying of any Content, protect sensitive or confidential data or enforce limitations on the use of the Digital Platforms;
- use the Digital Platforms in such a way as to interfere with Digital Platform use, so as to constitute a denial, including a partial denial, of service to any other users;
- take any action aimed at deceiving or misleading any person, attempt to impersonate or misrepresent your affiliation to any person or forge headers or otherwise manipulate identifiers in order to disguise the origin of anything posted or transmitted through the Digital Platforms;
- submit any person's personal information through the Digital Platforms without that person's informed consent;
- gather or attempt to gather personal information about Third Parties without their knowledge or consent for any purpose;
- violate the privacy of any person or attempt to gain unauthorised access to any restricted part of the Digital Platforms or any other network, including (without being limited thereto) through hacking, password mining or any other means;
- use the Digital Platforms to post or transmit anything which is defamatory, discriminatory, obscene, offensive, threatening, abusive, harassing, harmful, hateful or which carries child pornography, religious or racial slurs or threatens or encourages bodily harm or the like, or which may violate any person's personality rights;
- use the Digital Platforms in any manner which could damage, impair, overburden or disable the Digital Platforms or interfere with any other user's use;

- post or upload anything which contains viruses or any other destructive features, regardless of whether or not the damage is intended;
- use the Digital Platforms to make fraudulent offers to sell or buy products, items or services, or to offer or solicit for any type of financial scam such as a “pyramid scheme” or “chain letters”;
- use the Digital Platforms in any manner that could infringe the Intellectual Property rights or other proprietary rights of Peregrine or Third Parties; and/or
- otherwise use the Digital Platforms to engage in any illegal or unlawful activity.

If Peregrine determines in its sole opinion that you have engaged in any of the above activities, Peregrine will be entitled (without prejudice to any other rights that Peregrine may have) to:

- suspend or terminate your use of the Digital Platforms, without notice to you;
- hold you liable for any costs that Peregrine has incurred arising from your actions; and/or
- disclose any information about you to any Third Party who has been impacted by your actions, despite any clause to the contrary contained in these Terms.

The terms of the licence will govern any updates that replace and/or supplement the original Digital Platforms.

## 8. INTELLECTUAL PROPERTY

You acknowledge and agree that Peregrine owns or has licensed all the Intellectual Property rights in the Digital Platforms and the Content.

You will retain ownership of any original documents or information (“**Your Data**”) which you may upload, transmit or store when using the Digital Platforms.

Peregrine will own all compilations, collective works or derivative works created by us which may incorporate Your Data.

## 9. YOUR DATA

You grant us an irrevocable, perpetual, worldwide and royalty-free right and licence to use Your Data for the purposes of providing, promoting, developing and trying to improve the Digital Platforms and our other services and/or products, including new services that we may provide in the future. We will not sell Your Data to any Third Party.

Any content you transmit or post to publicly accessible areas on the Digital Platforms shall be considered non-confidential and non-proprietary. To the full extent permitted by applicable law, we shall have no obligations to you or any Third Party with respect to such content.

You agree to adhere to applicable laws and our Terms when posting or transmitting Your Data to the Digital Platforms.

You understand that even if you seek to delete Your Data from the Digital Platforms, it may as a technical and administrative matter take some time or not be possible to achieve this.

We reserve the right to block or remove Your Data for any reason, including as is in our opinion appropriate or as required by applicable laws and regulations.

## 10. YOUR PRIVACY AND SECURITY

Peregrine will process your personal information in accordance with applicable law and our Privacy Notice, which can be found [here](#).

While Peregrine will take reasonable steps to protect your personal information, your account's security is your responsibility, and you agree that:

- you are responsible for ensuring that your personal information is accurate, current and complete;
- you will notify Peregrine as soon as you become aware if you believe that your account has been compromised in any way;
- and if any security violations are believed to have occurred in association with your account, Peregrine reserves the right to suspend access to your account, pending investigation and resolution.

Content transmitted through Electronic Communications may be susceptible to monitoring and interception and you bear the risk of such submissions and you waive any claims you may have for any Losses you may suffer as a result of information transmitted to Peregrine and which may be monitored and/or intercepted. Peregrine reserves the right to request independent verification of any information transmitted to Peregrine using Electronic Communications.

Any unsolicited confidential or proprietary information sent to Peregrine using Electronic Communications cannot be guaranteed to remain confidential. If you need to send such information to Peregrine and are concerned about the security of this information, please contact us and we will advise you of the most appropriate transmission method.

We will be entitled, subject to applicable laws, to take whatever action we may deem necessary and reasonable to preserve the security and reliability of the Digital Platforms or the Content thereon.

## 11. REGISTRATION

You may be required to register with Peregrine in order to make use of certain services offered on the Digital Platforms. In the event that you are required to register with Peregrine to use certain services on the Digital Platforms, you will use your username and password (collectively your "**User ID**") to access and secure your account. Once registered, you will be able to log into your account using your User ID. In order to successfully complete the registration process, you may be required to submit personal information to Peregrine. If and when you do so, you assure us that your personal information is accurate, current and complete. Peregrine may limit or terminate your use of the Digital Platforms if your information is inaccurate or incomplete. Peregrine may take steps to verify your personal information, particularly with reference to other information which Peregrine holds about you.

Your User ID is personal to you. You -

- must keep your User ID confidential and not disclose it to any Third Party;
- must inform us promptly if a Third Party gains access to your User ID;
- are responsible for all payments, use of, or activity on the Digital Platforms under your User ID;
- will not circumvent our User ID authentication procedures or systems;
- **are liable for any damage, Loss or costs sustained by you, us or by any Third Party howsoever arising as a result of any actions by you or any Third Party using your User ID.**

Where you are a corporate trustee of a Peregrine client which is a trust or a corporate director of a Peregrine client which is a company, and you request online access to the client's investment holdings, we will create a User ID for your organisation to enable "view only" access to the client's investment holdings. You will not be able submit transaction instructions to us via this portal. Your organisation and each employee to whom you provide access to the User ID undertakes to adhere to these Terms, and you hereby indemnify Peregrine and Peregrine's Associates against any Loss or claim against any of them, caused by your use of any Digital

Platforms. Please ensure that you limit access to the username and password to employees on a need-to-know basis and that change your password whenever an employee leaves your employ.

#### 12. AVAILABILITY

While we endeavour to ensure that the Digital Platforms are normally available 24 hours a day, we shall not be liable if, for any reason, the Digital Platforms are unavailable at any time or for any period.

Access to the Digital Platforms may be suspended temporarily and without notice in the case of system failure, maintenance or repair or for reasons beyond our control.

#### 13. PEREGRINE DISCLAIMS AND LIMITS ITS LIABILITY

**Neither Peregrine, nor Peregrine's Associates, accept any liability for any Loss, however caused, suffered by any person and/or any expenses or costs incurred by any person as a result of any usage of any of the Digital Platforms or reliance placed on the Content, or as a result of your or any person's inability to access the Digital Platforms due to the unavailability of, any interruption in your or any other person's access to, the Digital Platforms or for any other reason whatsoever. To the fullest extent permissible by law, Peregrine disclaims all warranties of any kind, whether express or implied, including, without limitation to the implied warranties, that the Content is fit for any purpose. You hereby indemnify Peregrine and Peregrine's Associates from any Losses due to or arising out of your use of the Digital Platforms or your breach of these Terms.**

**While Peregrine will take reasonable precautions in its operation of the Digital Platforms, your use of the Digital Platforms and your reliance on the Content is entirely at your own risk. The Digital Platforms are provided "as is" and "as available".**

#### 14. THIRD PARTIES AND THIRD PARTY WEBSITES

Links to and from Third Party Websites do not constitute Peregrine's endorsement of any goods or services offered by such Third Parties or their contents, nor does Peregrine necessarily associate itself with their owners or operators. You are solely responsible for identifying and familiarising yourself with any terms of use which will govern your relationship with such Third Party.

Peregrine has no control over Third Party Websites and you agree that Peregrine is not responsible or liable for content, information, goods or services available on or through any such Third Party Websites or for any Losses caused or alleged to be caused by or in connection with your use of or reliance on any such content, information, goods or services. You agree that where you use Third Party Websites, you do so entirely at your own risk. Your interaction, correspondence or business dealings with Third Parties which are referred to or linked to the Website is similarly entirely at your own risk and are solely between you and such Third Party, including the acquisition, disposal, payment and delivery of any goods and services, and any terms, conditions, warranties or representations associated with such interaction, correspondence or business dealings.

Where any other web pages which bear the branding of Peregrine are accessible through the Website and/or a Third Party Website, your use of such web pages is subject to these Terms.

#### 15. SEVERABILITY

Any provision in these Terms which is or may become illegal, invalid or unenforceable shall be ineffective to the extent of such prohibition or unenforceability and shall be treated pro non scripto (as if it were not written) and severed from these Terms, without invalidating the remaining provisions of these Terms.

#### 16. GOVERNING LAW AND JURISDICTION FOR THIS CONTRACT

The use of the Digital Platforms and the Content is subject to Guernsey law and only the Guernsey courts have jurisdiction to hear any disputes that may arise from such usage and/or accessing of the Digital Platforms and Content.

## 17. TERMINATION

These Terms will continue to apply until Peregrine terminates these Terms on one or more of the grounds set out below.

You may withdraw as a party to these Terms at any time by ceasing your use of the Digital Platforms entirely and, where applicable, deleting your account.

Peregrine may at any time, terminate its contract (in the form of these Terms) with you if:

- you have breached any provision of these Terms (or have acted in a manner which clearly shows that you do not intend to, or are unable to comply with the provisions of these Terms); or
- Peregrine is required to do so by law (for example, where the provision of the Digital Platforms is, or becomes, unlawful); or
- the provision of the Digital Platforms is or becomes, in Peregrine's opinion, no longer commercially viable.

In the event that Peregrine terminates its contract with you, you may no longer make use of the Digital Platforms in any way.

## GLOSSARY

- "Digital Platforms" means the Website, the Mobile Application, any secure site provided by Peregrine from which personal investment information may be accessed and/or downloaded and any Peregrine branded online calculators and/or questionnaires whether appearing on the Website or elsewhere;
- "Electronic Communication" means any text, voice, sound, image or video message sent over an electronic communications network which can be stored in the network or in the recipient's terminal equipment until it is collected by the recipient or on the recipient's behalf;
- "Content" means any information, data, files, text, software, music, sound, photographs, graphics, images, video, messages, comments, hyperlinks or tags and other material and all applicable copyrights, trademarks, patents, logos or other intellectual property rights relating thereto displayed or made available by Peregrine on or accessible through the Digital Platforms;
- "Intellectual Property" means, collectively, the patents, copyrights (and moral rights), trademarks, designs, models, brands, names, trade names, graphics, icons, hyperlinks, Know-how, trade secrets and any other type of intellectual property (whether registered or unregistered, including applications for and rights to obtain or use same) which Peregrine owns, licenses, uses and/or holds (whether or not currently) in relation to the Digital Platforms;
- "Know-how" means all the ideas, designs, documents, diagrams, information, devices, technical and scientific data, secrets and other processes and methods that Peregrine uses in connection with the Digital Platforms, as well as all available information regarding marketing and promotion of any products and services on the Digital Platforms, as well as any modifications or improvements to any of them;
- "Loss" and "Losses" means all losses (including, but not limited to those in respect of injury, damage to physical property or loss of life), liabilities, costs, expenses, fines, penalties, damage, damages and claims, and all related costs and expenses (including legal fees on a scale as between attorney and own client, tracing and collection charges, costs of investigation, interest and penalties);
- "Mobile Application" means any mobile application of Peregrine which contains a set of services, application programming interfaces and functions which enable users to view and access the Content and any services offered thereon;
- "Peregrine" means Peregrine Wealth Limited (registration number 39538) and Peregrine Guernsey Limited (registration number 36784), their subsidiaries and the subsidiaries of their subsidiaries operating in Guernsey. Peregrine Wealth Limited and Peregrine Guernsey Limited are licensed by the Guernsey Financial Services Commission;
- "Peregrine Associates" means Peregrine's officers, servants, agents, contractors or other persons in respect of whose actions Peregrine may be held vicariously liable;



- “Third Party” means parties other than you and Peregrine (and “Third Parties” shall have a corresponding meaning);
- “Third Party Websites” means websites other than the Website and which are operated or controlled by Third Parties;
- “Website” means the websites located at or accessed through <https://www.peregrine.gg> and includes all services and functionalities contained therein, as well as any other Peregrine-controlled domains which may be available from time to time;
- “You” means any person who downloads and/or uses the Digital Platforms.