#### Website Terms of Use

#### PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING THIS SITE

These Terms of Use (and any documents referred to herein) govern how you may make use of our website. Use of our site includes accessing or browsing our site for any reason.

The information on this website is not intended for distribution to or access by any person in any jurisdiction where to do so would be contrary to any applicable laws or regulation.

#### Who we are and how to contact us

<u>https://www.sbishinsei.co.uk/</u> is a site operated by SBI Shinsei International Limited (**we, our, or us**). We are registered in England and Wales under company number 05232501 and have our registered office at 43 London Wall, London, EC2M 5TF.

The services and information on this website are provided solely for Professional Clients and Eligible Counterparties as defined by the UK Financial Services Authority.

We are authorised and regulated by the Financial Conduct Authority (FRN 416499).

To contact us, please see our Contact Page.

# By using our site you accept these terms

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

We recommend that you print a copy of these terms for future reference.

### We may make changes to these terms

We amend these terms from time to time and without notice to you. Every time you wish to use our site, please check these terms to ensure you understand the terms that apply at that time.

# We may make changes to our site

We may update and change our site from time to time and without notice to you to reflect changes to our products or services, our users' needs and our business priorities or other reasons.

# We may suspend or withdraw our site

We do not guarantee that our site, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of our site for business and operational reasons without notice to you.

You are also responsible for ensuring that all persons who access our site through your internet connection are aware of these terms of use and other applicable terms of use if any, and that they comply with them.

# How you may use material on our site

We are the owner or the licensee of all intellectual property rights in our site, and in the material published on it, including but not limited to images, data, text, unregistered and registered copyright and trade mark rights. All such rights are reserved.

You agree to use our site only for your personal use, and not to reproduce, retransmit, disseminate, sell, distribute, republish, broadcast, post, circulate or commercially exploit the content of the site in any manner without our express written consent, nor to use the information available on the site for any unlawful purpose.

# No text or data mining, or web scraping

You shall not conduct, facilitate, authorise or permit any text or data mining or web scraping in relation to our site or any services provided via, or in relation to, our site for any purpose, including the development, training, fine-tuning or validation of AI systems or models. This includes using or attempting the use of:

- Any "robot", "bot", "spider", "scraper" or other automated device, program, tool, algorithm, code, process or methodology to access, obtain, copy, monitor or republish any portion of our site or any data, content, information or services accessed via the same.
- Any automated analytical technique aimed at analysing text and data in digital form to generate information or develop, train, fine-tune or validate AI systems or models which includes but is not limited to patterns, trends and correlations.

### Rules about linking to our site

You may not link to our home page, without our express written permission and only provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.

You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

You must not establish a link to our site in any website that is not owned by you.

Our site must not be framed on any other site, nor may you create a link to any part of our site other than the home page.

We reserve the right to withdraw linking permission without notice.

The website in which you are linking must comply in all respects our policy and must not breach any national or international law or regulation.

# Do not rely on information on this site

The content on our site is provided for general information only and does not constitute investment advice. It should not be construed as an offer or solicitation to buy or sell or subscribe to any financial instrument or other investment.

You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our site.

Although we make reasonable efforts to ensure the information on our site is up to date, we make no representations, warranties or guarantees, whether express or implied, as to the accuracy or completeness of the information.

# We are not responsible for websites we link to

Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them.

We have no control over the contents of those sites or resources. We accept no liability, no matter how that may be caused, for any failure on your part to view, comply or familiarise with any such terms, conditions and policies.

#### We are not responsible for viruses

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

You are responsible for configuring your information technology, computer programs and platform to access our site. You should use your own virus protection software.

#### You must not introduce viruses

You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful, or otherwise harmfully interacting with our site or any part of it.

You must not attempt to gain unauthorised access to our site, the server on which our site is stored or any server, computer or database connected to our site or any other equipment or network connected with our site.

You must not interfere with, damage or disrupt any software used in the provision of our site or any equipment or network or software owned or used by any third party on which this site relies in any way.

You must not attack our site 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 site will cease immediately.

## **Limitation of Liability**

To the extent permitted by law, we will not be liable to you for any loss or damage of any kind, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with the use of, or inability to use, our site; or the use of or reliance on any content displayed on our site.

## Our cookie policy

Our website may use cookies to distinguish you from other users of our website. This helps us to provide you with a good experience when you browse our website and also allows us to improve our site.

A cookie is a small file of letters and numbers that we store on your browser or the hard drive of your computer if you agree. Cookies contain information that is transferred to your computer's hard drive.

We may use the following cookies:

- Strictly necessary cookies. These are cookies that are required for the operation of our website. These essential cookies are always enabled because our website won't work properly without them.
- Analytical or performance cookies. These allow us to recognise and count the number of visitors and to see how visitors move around our website when they are using it. This helps us to improve the way our website works, for example, by ensuring that users are finding what they are looking for easily.
- **Functionality cookies.** These are used to recognise you when you return to our website. This enables us to personalise our content for you, greet you by name and remember your preferences (for example, your choice of language or region).
- Targeting cookies. These cookies record your visit to our website, the pages you
  have visited and the links you have followed. We will use this information to make our
  website and the advertising displayed on it more relevant to your interests. We may
  also share this information with third parties for this purpose so that they can serve
  you with relevant advertising on their websites.

# **Choices about cookies**

You may refuse to accept cookies via the cookie banner or by activating the setting on your browser which allows you to refuse the setting of cookies.

However, if you use your browser settings to block all cookies (including essential cookies) you may not be able to access all or parts of our website.