

ETHICAL FUNDS DATABASE USER REGISTRATION TERMS AND CONDITIONS

These terms and conditions apply to the agreement between an FCA registered financial advisor (you) and Ethical and Environmental Screening Services Ltd, registered in England & Wales (Company Number 3633308) with its registered address at Formal House, 60 St. George's Place, Cheltenham, GL50 3PN (the Company) (the Agreement) in respect of your use of the Ethical Funds Database and such other database as may be made available to you from time to time (collectively as 'EFD Services') for the purposes set out in clause 1.

The Company reserves the right to amend these terms and conditions at any time but will seek to notify you of any changes prior to them taking effect. You may terminate the Agreement in the event the Company makes any material changes to these terms and conditions.

By ticking the "accept" box on the registration form found at <http://www.ethicalscreening.co.uk/register.aspx?reg=fund> you confirm your agreement to the following terms and conditions, as amended from time to time.

The Company's Services

1. The service provided by the Company enables you to access the EFD Services. The EFD Services allows intermediaries to access ethical profiles of companies on the Ethical Funds Database but does not give advice as to financial performance and/or benefits in investing in them. Subject to you satisfying the obligations set out in these terms and in particular, being registered as an authorised financial advisor with the Financial Conduct Authority (FCA), the EFD Services are provided to you free of charge.
2. The EFD Services are only available to FCA registered financial advisors and by registering for the EFD Services, you are confirming that you are duly authorised and regulated by the Financial Conduct Authority in respect of giving financial advice.
3. The EFD Services are subject to availability and may be withdrawn or amended without notice at any time.
4. You may contact the Company in connection with the Company's services by telephoning the Company on 01242 539850 and/or by email at enquiries@ethicalscreening.com

Your Obligations

5. You must be registered and authorised as a financial advisor by the Financial Conduct Authority to access the EFD Services.
6. You must inform the Company immediately if your authorisation with the Financial Conduct Authority is amended or terminated for any reason or you become subject to any disciplinary or enforcement action. In such event, you shall immediately cease to use the EFD Services.
7. You are solely responsible for any financial advice you give to your clients.
8. You acknowledge that the information in the Ethical Funds Database and/or such other databases made available to you does not constitute financial advice within the meaning of the Financial Services and Markets Act 2000.
9. You acknowledge that all advice that you give to your clients that includes information derived from the EFD Services is based solely on your professional skill and judgement. The Company shall not be liable for any loss suffered by you and/or your clients as a result of relying on the information which you obtain via the EFD Services.
10. Subject to the terms of this Agreement, you may not re-sell any information you collect from the EFD Services to any persons.
11. All intellectual property rights relating to the Company's products, services and names, logo and trademarks including intellectual property rights in the EFD Services shall at all times remain the property of the Company and no licence or proprietary right shall be granted to you under these terms and conditions.
12. You must notify the Company immediately if you become aware of any errors or inaccuracies in respect of any information and/or data which contain errors and/or inaccuracies. In this regard, please contact the Company by emailing the Company at enquiries@ethicalscreening.com
13. You must not store the content and/or any information you collect and/or derive from the EFD Services on a server or any other storage device connected to a network or reproduce, copy, distribute, disseminate or modify the content and/or information collected and/or derived from the EFD Services other than for the purposes contemplated under the Agreement or use the EFD Services for any illegal, fraudulent or immoral purposes.
14. You may only use the EFD Services in relation to your own clients.
15. You must not share or disclose your username and/or password with a third party. If your user password is revealed, whether deliberately or not, then you must notify the Company immediately so the Company can take appropriate security measures. In addition, when you cease to be a user, you shall notify the Company immediately so the Company can take appropriate security measures and update the system.

Registration

16. As part of the registration process to be an EFD Services user, you will complete the registration form which may be found at <http://www.ethicalscreening.co.uk/register.aspx?reg=fund>
17. You shall only complete a registration form for yourself and no one else.
18. The Company reserves the right at its sole discretion and without giving reasons to reject any application made by you to be registered as an EFD Services user.
19. Where the Company accepts your application to be a registered EFD Services user, the Company will issue you with a user name and password to enable you to access secure elements of the EFD Services.

Termination

20. The Company reserves the right to terminate and/or suspend your use immediately (without liability to the Company) upon any of the following events:
 - You commit a material breach of these terms and conditions and fail to remedy the breach (if capable of remedy) within 28 days;
 - You become insolvent/bankrupt or cease to trade;
 - You use EFD Services for any fraudulent, immoral or illegal purpose; or
 - Your authorisation with the FCA is amended or terminated for any reason or you become subject to any disciplinary or enforcement action;
21. The Company may also terminate this Agreement (without liability to the Company) for any reason upon 28 days prior written notice to you.

Liability & Warranties

22. The Company makes no representation or warranty that the whole or any part of EFD Services will be accessible at all times or be error or virus free. The Company does not warrant the accuracy of the information accessible via the EFD Services. The Company reserves the right, without notice, to suspend temporarily or alter the operation of EFD Services for legal, regulatory or technical reasons.
23. Subject to Clause 25 below, the Company accepts no liability for any loss or damage including consequential loss and loss of business arising from your inability to access the EFD Services or arising from any inaccuracies or omissions in respect of the content therein.
24. Subject to Clause 25 below, the Company accepts no liability for any loss arising from the Company's breach of these terms and conditions or negligence.
25. The Company accepts liability for death or personal injury caused by its negligence in respect of the EFD Services.

Indemnity

26. You agree to indemnify the Company against any claims, demands, actions, losses, damages, costs, charges, fines and expenses arising from your breach of any of these terms and conditions including (but without limitation) any losses or expenses incurred by the Company as a result of the unauthorised use of your password by a third party or any breach of the Company's intellectual property rights.

Complaints

27. If you experience a problem with any aspect of the Company's service, please contact the Company immediately to enable the Company to put matters right. If the Company does not resolve the matter to your satisfaction or you wish to make a formal complaint please write to:
The Directors, Ethical Screening, Formal House, 60 St. George's Place, Cheltenham, GL50 3PN

General Provisions

28. These terms and conditions embody and set out the entire agreement and understanding between you and the Company and supersede all prior oral or written agreements, understandings or arrangements relating to the EFD Services.
29. No term in these terms and conditions is enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to it.
30. These terms and conditions shall be governed by and construed in accordance with English law. Each of the parties irrevocably submits for all purposes in connection with these terms and conditions to the exclusive jurisdiction of the courts of England.
31. Insofar as the Electronic Commerce (EC Directive) Regulations 2002 (the Regulations) would otherwise be applicable to the Company's services, you agree that the Regulations shall not apply and are excluded to the extent permissible by law.
32. All notices under these terms and conditions shall be in writing and shall be sent by facsimile, first class, registered or recorded delivery post to the party being served at its address as specified in the registration process or at such other address of which such party shall have given notice to the other party. The date of service shall be deemed to be the day following the day on which the notice was transmitted or posted as the case may be.