



Terms of Use

Acceptance of Website Terms of Use

Please read these Terms of Use carefully (including the disclaimer) before you start to use the Big Exchange website (bigexchange.com) (the "Site").

By accessing or using the Site, you indicate that you accept these Terms of Use set out below, as well as our Privacy Policy (bigexchange.com/privacy_policy.html) and that you agree to be contractually bound to abide by it. If you don't wish to be bound by all of these, please do not use the Site.

Subject to the 'Limitation of our liability' section of these Terms of Use, our total aggregate liability to you for all losses arising out of or in connection with these Terms of Use and the Site shall not exceed £1,000. In the event of any inconsistency between this section and any other provision in these Terms of Use, the terms of this section will prevail.

Information about The Big Exchange

The Site is operated by The Big Exchange Limited and The Big Exchange (TBF) Limited (together, "TBE", also referred to as "we" in these Terms of Use and "our" and "us" shall be construed accordingly).

We are registered in England and Wales (with registration numbers of 08964152 and 11855990) and our registered office is at 113-115 Fonthill Road, London, United Kingdom, N4 3HH. The Big Exchange is an appointed representative of Resolution Compliance Limited (registered number 07895493) whose principal place of business is at 4 St. Paul's Churchyard, London, England, EC4M 8AY and regulated by the FCA under reference number 912000.

Changes to these Terms of Use

TBE reserves the right, at its sole discretion, to change these Terms of Use at any time. Please review these Terms of Use from time to time so you are fully aware of any changes or updates as you will remain bound by the Terms of Use following such changes.

About the content on the Site

Content on the Site

We make reasonable efforts to ensure that content on the Site is accurate, complete, reliable and up-to-date, but we do not guarantee this.

The Site may contain material provided by third parties. TBE accepts no responsibility or liability for the accuracy, authenticity or reliability of such material.

Advice

The purpose of the Site content is for general information only. Nothing on the Site is intended to be financial, investment, tax or professional advice. If you are unsure about any of the content on the Site, please seek professional or specialist advice for your particular circumstances.

Viruses, errors or omissions

We do not guarantee that the Site or any content on it will be free from errors or omissions.

Additionally, we don't guarantee that the Site will be secure or free from bugs or viruses. We recommend that you use your own virus protection software.



Accessing the Site

We do not guarantee that the Site, or any content on it, will always be available or uninterrupted. We reserve the right to suspend, restrict, block, withdraw access to the Site for breach of these Terms of Use, or for any other reason, or to change any part of the Site without notice.

We may review and change any part of the Site at any time. This includes, but is not limited to, the information contained on the Site, the functionality of the Site and the layout and look of the Site. We are not under any obligation to inform you of such changes or keep the Site, or any information on the Site, up to date.

You may not use or access any part of the Site unless you are over 18 years of age and residing in the United Kingdom. By accessing and/or using the Site, you represent and warrant that such access and/or use will not cause you, and/or will not cause TBE, to breach any applicable law or regulation. Further, if you choose to use the Site from outside the United Kingdom, you do so at your own responsibility and risk.

If you act as an employee or on behalf of another person in your access to and use of the Site, you must ensure you are authorised to do so by your employer or such other person. Your access to and use of the Site and your acceptance of these Terms of Use constitute your personal representation and warranty that you are so authorised and that you have the power to bind your employer or such other person to these Terms of Use.

You acknowledge that you have the skills, training and equipment necessary to access and use the Site and the functionality contained within it.

Intellectual property rights

We and/or our licensors own all of the intellectual property rights in relation to the Site, and in the content published on it, in particular, the information, data, designs, graphics, photographs, audio recordings and video recordings that make up the Site. These works are protected by copyright laws and treaties around the world. All such rights are reserved. Except as expressly provided herein, nothing in these Terms of Use or contained on the Site shall be deemed or construed to grant any licence or right, expressly, by implication or otherwise of any TBE intellectual property rights.

The information held on the Site is for your own personal use only. The information and other material on the Site may not be reproduced, represented, distributed or transmitted to any other person by any means whatsoever, whether in whole or in part, without the prior express authorisation of TBE. Any such action would constitute an infringement of rights, and TBE may take appropriate legal action to enforce its rights. All trademarks (whether registered or unregistered) used on the Site are the property of TBE or its licensors. The trademarks may not be reproduced or used in any way, whether in whole or in part, without the prior authorisation of TBE.

If TBE exercises its right, in its sole discretion (with or without notice), to suspend and/or block access to the Site for breach of these Terms of Use, or for any other reason, and/or to change any part of the Site, you must, at TBE's option, return or destroy any copies of the materials you have made, which are related to the Site.

Limitation of our liability

To the extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to the Site or any content on either, whether express or implied.

Nothing in these Terms of Use excludes or limits any person's liability for: (a) death or personal injury caused by negligence; (b) fraud or fraudulent misrepresentation; (c) or any other liability to the extent it cannot be excluded or limited by applicable law.



Nothing in these Terms of Use shall exclude or limit any obligation which we have under any regulation applicable to us, at present or in future, in whole or in part. Other than as stated above, we will not be liable for any Losses (as defined below), including:

- (a) your access to, use of or inability to access or use, the Site (whether in whole or in part and whether or not within the control of TBE);
- (b) your use of or reliance on any content displayed on the Site;
- (c) your use of any links to other Sites contained in the Site;
- (d) the suitability or otherwise of the Site or the information upon the Site for any particular purpose;
- (e) any delay, error or omission regarding the contents of the Site;
- (f) any information provided being corrupted, wrong or inaccurate;
- (g) the acts or omissions of you or any third parties, including, but not limited to, the act or omissions of third parties in making the Site and providing information to be used on the Site;
- (h) any virus, distributed denial-of-service attack or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use (in any way) of the Site or to your downloading of any material posted on it; or
- (i) any changes made to the content of the Site by unauthorised third parties or by TBE.

For the purposes of these Terms of Use, Losses shall mean “loss, damage or expense, including any loss of profit, revenue, anticipated savings, opportunities, prospective contracts, goodwill, reputation, data and fees, or losses due to any increased cost of working, any indirect or consequential losses, or any loss resulting from liability to another person (and in each case whether any such loss arises in contract, tort (including negligence), breach of statutory duty, or otherwise)”.

The information provided on the Site is provided “as is”, and TBE shall have no obligation to amend or update any information provided. We do not represent that such information is accurate or complete and you should not rely on it as such. TBE does not give any express or implied warranty on the suitability of the Site for any particular purpose. TBE does not make or provide any representation or warranty or condition of any kind, implied, express or statutory regarding the Site, including, but not limited to information upon the Site. The content on the Site is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action based on the content on the Site.

We only provide the Site for domestic and private use. You agree not to use the Site for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

You agree that the exclusions and limitations set out in these Terms of Use are reasonable in light of the nature of the Site and the technology used to underpin the Site (including that the internet is not a completely reliable transmission medium).

Don't misuse the Site

You must not misuse the Site by introducing viruses, trojans, worms, logic bombs, spyware or any other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to the Site, the server on which the Site is stored or any server, computer or database connected to the Site. You must not attack the 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 the Site will cease immediately.



TBE reserves the right to monitor all internet communications, including web and email traffic, into and out of the Site, to maintain the security of its systems and detect fraud and other crimes. Monitoring includes, without limitation, checks for viruses and other malignant code, criminal activity, and use of content that is unauthorised or unlawful or material that may offend in any way.

You may only use the Site for lawful purposes. You must not use the Site in any way that breaches any applicable laws or regulations; that is fraudulent or deceptive; or intentionally causes harm to TBE or any third party

Use of and linking to the Site

The Site is comprised of various pages. Some sections or pages may be subject to separate terms, which are supplemental to these Terms of Use. You should ensure you read any additional terms carefully. By accessing and using any page, you agree to be bound by the applicable supplemental terms. In the event of a conflict, the supplemental terms shall take precedence over these Terms of Use. You are responsible for making all arrangements necessary for you to have access to the Site.

The Site aims at providing you with information concerning the products and services offered by TBE. The purpose of the Site is to provide you with access to a range of ethical, sustainable and social impact investment products and certain types of saving accounts and to facilitate the transmission of orders for execution should you choose to invest in any such investment products. Notwithstanding that the Site directs users to a number of investment products offered by TBE but ultimately provided by third parties, the information provided on the Site is not to be construed as: an offer of products or services by TBE; a proposal or inducement to make investments or to undertake arbitration in securities by TBE; an inducement to purchase or sell securities or any other product by TBE; a recommendation by TBE; or all or part of a contract between any third party and TBE. The information provided on the Site is not intended for distribution to, or use by, any person or entity in any jurisdiction other than the United Kingdom.

You may link to the homepage of the Site page, provided you do so in a way that is fair and legal, does not damage our reputation or take advantage of it. Additionally, you must not establish a link in such a way to suggest any form of association or endorsement on our part where none exists. The Site must not be 'framed' on any other website. We may withdraw this linking permission at our option and without notice.

Third party links and resources in our site

The Site may contain links to other websites and resources provided by third parties, for you to access at your sole discretion. These links are provided for your information only, and we have no control over the contents of those websites or resources. These websites/resources, and the products and services contained on such websites/resources, are not approved or endorsed by TBE and TBE has not verified the truth, accuracy, authenticity or reliability of the content of any such sites. You use such websites entirely at your own risk, and TBE shall have no liability in respect of the content, use or availability of external sites that you can access through the Site.

Privacy and Cookies

TBE may process your personal data as part of and/or in connection with your use and access of the Site. This may include using cookies or similar technology to collect information about your use of the Site.

For more information on how TBE collects and uses your personal data and cookies, please see our Privacy Policy (bigexchange.com/privacy_policy.html) and our Cookies Policy (bigexchange.com/cookie_policy.html). The Privacy Policy is also available from the link on the homepage of the Site. As a default, most browsers are set to accept certain cookies. However, if you do not wish to consent to cookies being stored on your computer, you can block all or certain cookies by changing your browser settings. Where required to do so by law, we will seek consent from you to



the use of certain cookies on the Site. If you do not consent to TBE cookies, this may mean that parts of the Site may not function properly or be accessible.

The cookies that we use fall into the following categories:

Strictly Necessary Cookies

These cookies are essential for the running of our website. They allow you to easily access and navigate through our site and use the relevant features.

Functionality Cookies

These cookies can be very useful to you and help to deliver a more personalised experience! They are used to remember your preferences and choices, such as changes you've made to text size or fonts, your username and password so that these preferences can be remembered to provide a customised interface and you can easily log into your account on future visits.

Performance Cookies

These cookies collect information about how visitors use our website, for example, which pages visitors visit most often, and help us to make improvements to our site. Performance cookies do not collect information that identifies a visitor, all information collected is aggregated and anonymous.

Targeting / Advertising Cookies

We use these cookies to deliver marketing that is relevant to you based on your preferences and browser history which may be displayed on our or others' websites. We may also use these cookies to analyse how successful our marketing has been by using data analytics to track user clicks and engagement with the content produced.

If you wish to view, update or modify any of your personal data we store, or you would like us to stop processing any of your personal data which we hold, subject to applicable law, please contact us at the following address: enquiries@bigexchange.com. We will seek to deal with your request without undue delay, and in any event within one month (subject to any extensions to which we are lawfully entitled). Please note that we may keep a record of your communications to help us resolve any issues which you raise.

Applicable law

These Terms of Use shall be subject to the laws of England and Wales, and you agree that subject to the ensuing sentence, the courts of England and Wales will have exclusive jurisdiction to determine any matter or dispute arising out of or in connection with the Site or these Terms of Use. However, if you are a resident of Northern Ireland, you may also bring proceedings in Northern Ireland, and if you are resident of Scotland, you may also bring proceedings in Scotland.

If, for any reason, a competent court finds any part of these Terms of Use invalid, unlawful or unenforceable to any extent, TBE shall delete the relevant part from the Terms of Use, and the remainder of the Terms of Use shall continue to be valid and enforceable to the fullest extent permitted by English law.

These Terms of Use together with any supplemental TBE Site terms (including but not limited to the TBE Privacy Policy (bigexchange.com/privacy_policy.html)) shall contain the entire agreement and understanding of the parties, and supersede all prior agreements, understandings or arrangements in relation to the Site.

You will be able to download, print and store a copy of these Terms of Use for your personal use only. These Terms of Use may not be used or copied for any business or other purpose.

Contact us

To contact us, please email enquiries@bigexchange.com, or contact us via 0203 901 8493.

These Terms of Use were last updated in January 2020.