

Site Terms of Use

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING THIS SITE

These terms of use (“**Terms of Use**”) supplement the Referral Partner Agreement which sets out the terms on which you will refer customers to WorldFirst (as defined therein) for a commission.

By using this site (the “**Site**”), you confirm that you accept these Terms of Use and agree that the Referral Partner Agreement that you have entered into with WorldFirst will be supplemented as set out in these Terms of Use with immediate effect. Capitalised words and phrases used in these Terms of Use shall have the meaning given to them in the Referral Partner Agreement, unless otherwise defined in these Terms of Use.

If you do not accept these Terms of Use, you must not use this Site. We recommend that you print a copy of these Terms of Use for future reference.

If you use services from this Site, from us, or one of our affiliates, the applicable terms and conditions relating to such services will apply to such use. In particular, the use of services from this Site are also subject to our Cookie Policy, which details the use of cookies on this Site and can be found at <https://partnercommunity.worldfirst.com/resource/1702519338000/CookiesPolicyPlaceholder>

General Disclaimer

- 1.1. WorldFirst and its officers, employees, agents and representatives shall not be liable for any damage or loss resulting from, or in connection with, your access to, or inability to access, this Site, or from your reliance on any information provided on this Site or any accompanying literature or documentation.
- 1.2. The information and material provided on this Site is for general information purposes only, is intended for the internal use of specified users (as designated by WorldFirst) only, and is not intended for anyone other than such users. Such information may not be reproduced or redistributed in whole or in part without WorldFirst’s prior written consent. It does not constitute an offer, invitation or solicitation to deal in any financial product or enter into any legal relations, nor does it constitute financial or investment advice or recommendations. Such information is not intended to amount to advice on which you should rely, and must not be relied upon in connection with any investment decision. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on this Site.
- 1.3. Whilst WorldFirst has made reasonable efforts to keep the information on this Site timely and accurate, there may be occasions when this is not possible. WorldFirst and its officers, employees, agents and representatives do not make any express or implied representations, warranties or guarantees as to the accuracy, timeliness or completeness of the information, data or prevailing state of affairs that are mentioned on this Site and do not accept any liability

for any loss or damage whatsoever, direct or indirect, arising from or in connection with the use of the contents of this Site. WorldFirst makes no representations, warranties, or assurances as to the accuracy or completeness of any information derived from third party sources.

1.4. This Site and any content herein have not been reviewed or approved by any regulatory authority. WorldFirst does not represent that any material or information set out on this Site is appropriate for use or permitted in any jurisdiction or country where such use or distribution would be contrary to any applicable law or regulation.

1.5. Telephone calls with WorldFirst are recorded for training and quality assurance purposes.

2. Accessing this Site

2.1. We do not guarantee that this Site, or any of the content on it, will always be available or uninterrupted. We reserve the right to suspend, withdraw or restrict the availability of all or any part of this Site for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.

2.2. We will not be liable for this Site being unavailable at any time.

2.3. If you choose, or you are provided with, a login, password, or any other piece of information as part of our security procedures, you must treat such information as confidential. We reserve the right to disable any login or password, whether chosen by you or allocated by us, at any time, if we believe you have failed to comply with any of the provisions of these terms of use.

2.4. As a visitor to this Site, you are responsible for making all the necessary arrangements for accessing this Site. You are also responsible for ensuring that all persons who access this Site through your internet connection are aware of, and comply with, these Terms of Use.

3. Our liability

3.1. Nothing contained in this clause excludes or limits WorldFirst's liability for death or personal injury arising from negligence, fraud, fraudulent misrepresentation or any other liability that cannot be excluded or limited by law.

3.2. To the extent permitted by law, we exclude all conditions, warranties, representations and other terms, whether express or implied, which may apply to this Site, or any content on it. You therefore use this Site at your sole risk and WorldFirst will not be liable for any loss or damage whatsoever and howsoever arising as a result of your use of or reliance upon the information contained on this Site, to the maximum extent permitted by law.

- 3.3. We do not represent or warrant that this Site will be available and meet your requirements, that access will be uninterrupted, that there will be no delays, failures, errors or omissions or loss of transmitted information, that no viruses or other contaminating destructive properties will be transmitted or that no damage will occur to your computer. It is your sole responsibility to ensure you have adequate protection and back up of data and equipment, as well as undertaking reasonable and appropriate precautions to scan for computer viruses or other destructive properties.
- 3.4. We make no representations or warranties regarding the accuracy, functionality or performance of any third-party software that may be used in connection with this Site.
- 3.5. To the fullest extent permitted by law, we, our representatives, agents and related entities hereby exclude all conditions, warranties and other terms which otherwise might be implied by statute, common law, or equity.
- 3.6. Additionally, we will not be liable for any direct, indirect or consequential loss or damage incurred by you in connection with this Site or in connection with the use, inability to use, or results of the use of this Site and any materials posted on it. This includes, but is not limited to:
- loss of income or revenue;
 - loss of business;
 - loss of profits or contracts;
 - loss of anticipated savings;
 - loss of data;
 - loss of goodwill;
 - wasted management or office time; and/or
 - any other loss or damage of any kind, however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable.

4. Viruses, hacking and other offences

- 4.1. You must not misuse this Site by knowingly introducing viruses, Trojans, worms, bots, logic bombs or any other malicious software.
- 4.2. You must not attempt to gain unauthorised access to this Site, the server on which this Site is stored or any server, computer or database connected to this Site.

4.3. You must not attack this Site via a denial of service ("**DOS**") attack or a distributed DOS attack. WorldFirst will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your personal information to them. In the event of such a breach, your right to use this Site will cease immediately.

4.4. You must not conduct, facilitate, authorise or permit any text or data mining or web scraping in relation to this Site or any services provided via, or in relation to, this Site. This includes using (or permitting, authorising 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 this Site or any data, content, information or services accessed via the same; and
- any automated analytical technique aimed at analysing text and data in digital form to generate information which includes but is not limited to patterns, trends and correlations.

This clause should be treated as an express reservation of our rights in this regard, including for the purposes of Article 4(3) of Digital Copyright Directive ((EU) 2019/790).

This clause shall not apply insofar as (but only to the extent that) we are unable to exclude or limit text or data mining or web scraping activity by contract under the laws which are applicable to us.

4.5. We do not guarantee that this Site will be secure or free from bugs or viruses. It is your responsibility to ensure you have up-to-date and effective anti-virus and anti-malware software on your phone, tablet, computer, server, network infrastructure or any other device through which you transact with us. If you believe any device through which you transact with us has been infected by any malicious software, you must notify us immediately by calling us.

4.6. We will not be liable for any loss or damage caused by a distributed DOS attack, viruses or any other malicious software that infect your computer equipment, computer programs, data or other proprietary material due to your use of this Site or to your downloading of any material posted on it, or on any Site linked to it.

4.7. We shall not be liable for any loss or damage suffered by you as a result of using public network connections, failing to have an up-to-date and effective anti-virus and anti-malware software or failing to notify us that your device has been infected by any type of malicious software.

5. Linking to this Site

- 5.1. You must not establish a link to the home page of this Site, unless you have obtained our prior written consent to do so.
- 5.2. You must not establish a link in such a way as to suggest any form of association with us, or approval or endorsement by us where none exists.
- 5.3. This Site must not be framed on any other site, nor may you create a link to any part of this Site other than the home page.
- 5.4. We reserve the right to withdraw linking permission without notice.

6. Links from this Site

Where this Site contains links to other sites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. We have no control over the contents of those sites or resources.

7. Referral Partner Agreement

The “Term and Termination”, “Data Protection”, “Compliance with Laws, and “General” clauses of the Referral Partner Agreement you have entered into with WorldFirst shall apply equally to these Terms of Use.

8. Intellectual Property

- 8.1. WORLDFIRST and WORLD ACCOUNT are registered trademarks of WorldFirst. You are not permitted to use them without our approval, unless permitted by us.
- 8.2. We are the owner or the licensee of all intellectual property rights in this Site, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.
- 8.3. You must not modify the paper or digital copies of any materials you have printed off or downloaded from this Site in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.
- 8.4. You must not use any part of the content on this Site for commercial purposes without obtaining a licence to do so from us or our licensors.
- 8.5. If you print off, copy or download any part of this Site in breach of these terms of use, your right to use this Site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

9. Changes to these Terms of Use

We amend these Terms of Use from time to time. Every time you wish to use this Site, please check these Terms of Use to ensure you understand the terms that apply at that time.

10. Changes to this Site

We may update and change this Site from time to time to reflect changes to our products, our users' needs and our business priorities. We will try to give you reasonable notice of any material changes.

11. Your concerns

If you have any concerns or complaints about the contents of this Site, please contact us.