



# Terms & Conditions for the use of the E-Karat International Limited group website

Terms and Conditions of use of E-Karat International Limited Group Website

Access to this Website and the use of information on it is subject to these Terms and Conditions of Use. You should carefully read these Terms and Conditions of Use. By proceeding further, you will be deemed to have accepted them.

## 1. Definitions

In these Terms and Conditions of Use, the following terms shall have the meanings indicated:

**“Terms and Conditions of Use”** – means the terms and conditions of use of this Website herein contained;

**“E-Karat International Limited”** – means the Governor and Company of the E-Karat International Limited;

**“E-Karat International Limited Group”** means E-Karat International Limited Group plc, E-Karat International Limited, its subsidiaries and associates;

**“E-Karat International Limited Group plc”** means E-Karat International Limited Group plc;

**“E-Karat International Limited Group Website”** and **“Website”** mean this website, being a website accessible at or via any or all of the following internet addresses:

## 2. Governing Law and Jurisdiction

Information appearing on this Website is provided in accordance with and subject to the laws of the Republic of Ireland and the laws of the Republic of Ireland govern the conduct and operation of this website. The courts of the Republic of Ireland have exclusive jurisdiction over all claims or disputes arising in relation to, out of, or in connection with these Terms and Conditions of Use, the information contained on this Website, and any use made of that



information. Any such claims or disputes shall be resolved in accordance with the laws of the Republic of Ireland.

### **3. Disclaimer as to accuracy of information**

Care has been taken in the preparation of the information contained on this Website. However, we do not make any representations or warranties as to the accuracy, completeness, timeliness, merchantability, fitness for a particular purpose of the information contained on this Website. Any information whether or not is classified as “real time” may have stopped being current by the time it reaches you. Any opinions or comments expressed on this Website reflect our judgement at the date of issue and are subject to change without notice. Any pricing is indicative and does not, and is not intended to, constitute either an offer to buy or sell or a representation that a purchase or sale can be effected at that price.

### **4. Need for professional advice**

You should not rely on any information contained on the Website in relation to a specific issue or decision without taking financial, banking, investment or other advice from an appropriately qualified professional adviser.

### **5. Prohibited use of Website**

The information on this Website is not intended to be provided to and should not be used in any State or jurisdiction of any nature in which access to or use of such information is prohibited, whether in the format in which it is presented on this Website or otherwise. If you have any doubts about the legality of your using this Website, you should not continue any further.

#### **Users subject to US income tax:**

The “FATCA” Act enacted in 2010 requires U.S persons to report their financial accounts outside the U.S. annually. At the same time, financial institutions outside the US are required to register U.S. persons. Due to the requirements defined in FATCA, clients who are subject to U.S. tax cannot make investments with V999.



## **6. Not an offer or solicitation**

The information contained on this Website is not intended to nor does it constitute an offer or solicitation of investment, financial or banking services by us or any of us. Unless otherwise stated, residents of the Republic of Ireland only are invited to apply for the credit products and/or any other products/ or services listed. Users of this Website should note that each of these products and services are provided subject to separate specific terms and conditions and/ or separate specific terms of business which should be carefully read.

## **7. Amendments**

The contents of this Website, including these Terms and Conditions of Use, any information contained on this Website and our Privacy Statement are subject to change and to being updated without notice from time to time.

## **8. Hypertext links**

**8.1** This Website contains hypertext links to websites not maintained by E-Karat International Limited Group or any member of E-Karat International Limited Group. No member of E-Karat International Limited Group endorses or represents the reliability, accuracy, timeliness, completeness, merchantability, fitness for a particular purpose or quality of any information, goods, services, or products displayed or advertised on such other websites. E-Karat International Limited Group has not verified the truth or accuracy of any content of such websites and no warranty or representation is given or made in respect of the accuracy or truth of the content on such other websites. No member of E-Karat International Limited Group is or shall be (or be deemed to be) a party to any contract that you may or do enter into with the providers of such goods, services or products. You are reminded that different terms and conditions of use will apply to you as a user of such websites. E-Karat International Limited Group hereby disclaims any and all liability for the content of such websites and any loss or damage of any nature suffered by you as a result either: (a) of accessing or using such websites; or (b) availing of or acquiring any or all of the goods, services or products advertised or available on or via such websites. The use by you of such websites is at your sole risk.

**8.2** This Website contains hypertext links to websites maintained by members of the E-Karat International Limited Group other than E-Karat International Limited or E-Karat International Limited Group plc. You are



reminded that different terms and conditions of use may apply to you as a user of such websites.

**8.3** No third party is permitted to create a link from another website to this Website without our prior written consent.

## **9. Security**

Please note that E-Karat International Limited Group cannot guarantee the privacy or confidentiality of information relating to you that passes over the Internet. In accessing this Website and in availing of any of the services/information available on or via this Website, you are deemed by these Terms and Conditions of Use to accept that electronic mail messaging and Internet communication may not be free from interference by third parties and may not remain confidential.

In all circumstances the use by you of this Website is at your sole risk.

## **10. Privacy Statement**

E-Karat International Limited Group will use your personal data in the manner set out in its Privacy Statement. However, in the event of a conflict between the Privacy Statement and these Terms and Conditions of Use, the Terms and Conditions of Use shall prevail.

## **11. General disclaimer of liability**

**11.1** No member of the E-Karat International Limited Group (or any other person involved with the provision and maintenance of this Website) takes any responsibility for the accuracy of the information provided on this Website. Use of such information is at the user's sole risk. No member of the E-Karat International Limited Group accepts any liability for any loss or damage of any nature, including but not limited to loss of profits, goodwill, or any other type of financial or other pecuniary or direct or special indirect or consequential loss howsoever arising whether in negligence or for breach of contract or other duty as a result of:

use of this Website, including but not limited to any electronic mail messaging and Internet communication that may arise from, in the course of or pursuant to such use; and/or

reliance on the information contained in this Website, whether:



downloaded or not;

authorised or not.

**11.2** E-Karat International Limited Group makes no representation or warranty or undertaking of any kind in relation to the analysis, information or commentary contained on this Website or the completeness, timeliness, merchantability, fitness for a particular purpose or accuracy of such information.

## **12. Right of E-Karat International Limited to information on this Website**

The information contained on this Website may not be copied, transmitted, amended or reproduced in any form whatsoever without the prior written consent of E-Karat International Limited.

## **13. Attempted use of Website**

These Terms and Conditions of Use shall also apply, subject to alteration as necessary, to attempted access of the Website and attempted use of information on it.

## **14. General**

**14.1** In the event that any provision in these Terms and Conditions of Use is held to be unenforceable or invalid, such provision shall be severed and the remaining provisions shall be enforceable to the fullest extent permitted by the laws of Republic of Ireland.

**14.2** Clause headings in these Terms and Conditions of Use are for reference purposes only and shall not be used to construe or determine the meaning of any or all of these Terms and Conditions of Use.

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