



# WEBSITE TERMS AND CONDITIONS (including Privacy, Acceptable Use and Cookies Policies)

## 1. What's in these terms?

These terms tell you the rules for using our website, set out the content standards that apply if you: upload content to our site; make contact with other users on our site; link to our site; interact with our site in any other way; and that prescribe our terms for your accepted use, our cookies policy and our data privacy policy.

## 2. Where to find terms that may apply to you

Click on the links below to go straight to more information on each area:

2.1. Data Protection Notice and Consent to our use of your Personal Data:  
<https://download.whittworthinvesting.com/Whittworth%20Investing%20Privacy%20Notice%20and%20Consent.pdf>

2.2. Our Terms of Business:  
<https://download.whittworthinvesting.com/Whittworth%20Investing%20Terms%20of%20Business.pdf>

2.3. Our Risk Warning:  
<https://download.whittworthinvesting.com/Whittworth%20Investing%20Risk%20Warning.pdf>

## 3. General

This website is owned and operated by Whittworth Investing Limited (“Valutrades”, “us”, “we” and “our”) a company incorporated in the British Virgin Islands with Company Registration Number 1986340 and having its registered office at Tortola Pier Park, Building 1, 2nd Floor, Wickhams Cay 1, Road Town, Tortola, British Virgin Islands.

## 4. By using our site you accept these terms

Your access to and use of this website is subject to these terms and conditions, our Terms of Business and Customer Agreements and any other legal notices and statements contained on this website. By using this website, you agree to be subject to the terms and conditions. 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.

## 5. Our site is only for users in certain locations

We do not represent that content available on or through our site is appropriate for use or available in some locations. The information on our website is not intended for distribution to, or use by, any person in any country or jurisdiction where such distribution or use would be contrary to local law or regulation. It is the responsibility of visitors to and users of this website to ascertain the terms of and comply with any local law or regulation to which they are subject.

## 6. Public and Private Areas

This website contains public and private areas. The private or client area is accessible to our clients who have opened an account and contains access to our trading platforms. The platforms allow you to open and close positions with us and

give you access to account information including your open positions as well as other features.

## **7. You must keep your account details safe**

7.1. If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party.

7.2. We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these terms of use.

7.3. If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us at [compliance@whittworthinvesting.com](mailto:compliance@whittworthinvesting.com).

## **8. ACCEPTABLE USE:**

### **8.1. How you may use material on our site**

8.1.1. "Whittworth Investing" is a trade mark owned by Whittworth Investing. You are not permitted to use it without our approval, unless as part of material you are using as permitted hereunder.

8.1.2. The names, logos, trademarks, copyright and all other intellectual property rights in all of the material and software on this website are owned by Whittworth Investing or its licensors. All third party owned materials contained on the website are reproduced with the permission of the respective owners. Those works are protected by copyright laws and treaties around the world. All such rights are reserved. Except where necessary in order to view the information on this website on your browser, or as permitted under English law or these terms and conditions, no information or content on this website may be reproduced, adapted, uploaded to a third party, linked to, framed, performed in public, distributed or transmitted in any form by any process without our specific written consent.

8.1.3. You may print off one copy, and may download extracts, of any page(s) from our site for your personal use and you may draw the attention of others within your organisation to content posted on our site.

8.1.4. You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

8.1.5. Our status (and that of any identified contributors) as the authors of content on our site must always be acknowledged.

8.1.6. You must not use any part of the content on our site for commercial purposes without obtaining a licence to do so from us or our licensors.

8.1.7. If you print off, copy or download any part of our site in breach of these terms of use, your right to use our site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

## **8.2. Do not rely on information on this site**

8.2.1. Whittworth Investing takes care to ensure that the information provided on our website is accurate at the date of publication. However, the content including market data on our site is provided for general information only and the website and its content is provided without warranties or guarantees of any kind, either expressed or implied whether as to the accuracy, completeness or currency of the content or otherwise. It 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 on the basis of the content on our site.

8.2.2. We may change the information on the website and these terms without notice at any time and you will be bound by the updated terms through your continued use of the website. Every time you wish to use our site, please check these terms to ensure you understand the terms that apply at that time. We will not assume any liability for any loss or damage of any kind arising out of, or caused by, whether directly or indirectly, the use of any part of the information provided.

## **8.3. We are not responsible for websites we link to**

Our website may contain links to websites operated by other parties. We do not control the content or accuracy of information on such websites and do not otherwise endorse the material placed on such sites. The links are provided for your reference only and Whittworth Investing excludes all liability and responsibility for the content or operation of these third party websites.

## **8.4. Rules about linking to our site**

8.4.1. You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.

8.4.2. 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.

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

8.4.4. 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.

8.4.5. We reserve the right to withdraw linking permission without notice.

8.4.6. The website in which you are linking must comply in all respects with the content standards set out this policy.

## **8.5. User-generated content is not approved by us**

8.5.1. This website may include information and materials uploaded by other users of the site, including to bulletin boards and chat rooms. This information and these materials have not been verified or approved by us. The views expressed by other users on our site do not represent our views or values.

8.5.2. If you wish to complain about information and materials uploaded by other users please contact us at the following address: [compliance@whittworthinvesting.com](mailto:compliance@whittworthinvesting.com).

#### **8.6. We may suspend or withdraw our site**

8.6.1. Our site is made available free of charge.

8.6.2. 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. We will try to give you reasonable notice of any suspension or withdrawal.

8.6.3. 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 and conditions, and that they comply with them.

#### **8.7. Prohibited uses**

8.7.1. You may use our site only for lawful purposes. You may not use our site:

8.7.1.1. In any way that breaches any applicable local, national or international law or regulation.

8.7.1.2. In any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect.

8.7.1.3. For the purpose of harming or attempting to harm minors in any way.

8.7.1.4. To send, knowingly receive, upload, download, use or re-use any material which does not comply with our content standards, see clause 8.8 below.

8.7.1.5. To transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam).

8.7.1.6. To knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.

8.7.2. You also agree:

8.7.2.1. Not to reproduce, duplicate, copy or re-sell any part of our site in contravention of the provisions of these terms of website use.

- 8.7.2.2. Not to access without authority, interfere with, damage or disrupt:
  - 8.7.2.2.1. any part of our site;
  - 8.7.2.2.2. any equipment or network on which our site is stored;
  - 8.7.2.2.3. any software used in the provision of our site; or
  - 8.7.2.2.4. any equipment or network or software owned or used by any third party.

## **8.8. Uploading content to our site**

Whenever you make use of a feature that allows you to upload content to our site, or to make contact with other users of our site, you must comply in spirit as well as to the letter with the following Content Standards and Whittworth Investing will determine, in its discretion, whether a breach of the Content Standards has occurred:

- 8.8.1. The content of any uploaded contribution must:
  - 8.8.1.1. Be accurate (where it states facts).
  - 8.8.1.2. Be genuinely held (where it states opinions).
  - 8.8.1.3. Comply with the law applicable in England and Wales and in any country from which it is posted.
- 8.8.2. The content of any uploaded contribution must not:
  - 8.8.2.1. Be defamatory of any person.
  - 8.8.2.2. Be obscene, offensive, hateful or inflammatory.
  - 8.8.2.3. Promote sexually explicit material.
  - 8.8.2.4. Promote violence.
  - 8.8.2.5. Promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
  - 8.8.2.6. Infringe any copyright, database right or trade mark of any other person.
  - 8.8.2.7. Be likely to deceive any person.
  - 8.8.2.8. Breach any legal duty owed to a third party, such as a contractual duty or a duty of confidence or privacy.
  - 8.8.2.9. Promote any illegal activity.
  - 8.8.2.10. Be in contempt of court.
  - 8.8.2.11. Be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety.
  - 8.8.2.12. Be likely to harass, upset, embarrass, alarm or annoy any other person.

- 8.8.2.13. Impersonate any person, or misrepresent your identity or affiliation with any person.
  - 8.8.2.14. Give the impression that the Contribution emanates from Whittworth Investing, if this is not the case.
  - 8.8.2.15. Advocate, promote, incite any party to commit, or assist any unlawful or criminal act such as (by way of example only) copyright infringement or computer misuse.
  - 8.8.2.16. Contain a statement which you know or believe, or have reasonable grounds for believing, that members of the public to whom the statement is, or is to be, published are likely to understand as a direct or indirect encouragement or other inducement to the commission, preparation or instigation of acts of terrorism.
  - 8.8.2.17. Contain any advertising or promote any services or web links to other sites.
- 8.8.3. You warrant that any such contribution does comply with those standards, and you will be liable to us and indemnify us for any breach of that warranty. This means you will be responsible for any loss or damage we suffer as a result of your breach of warranty.
  - 8.8.4. Any content you upload to our site will be considered non-confidential and non-proprietary. You retain all of your ownership rights in your content, but you are required to grant us and other users of our site an irrevocable licence to use, store and copy that content and to distribute and make it available to third parties.
  - 8.8.5. We also have the right to disclose your identity to any third party who is claiming that any content posted or uploaded by you to our site constitutes a violation of their intellectual property rights, or of their right to privacy.
  - 8.8.6. We have the right to remove any posting you make on our site if, in our opinion, your post does not comply with the content standards set out above.
  - 8.8.7. You are solely responsible for securing and backing up your content.

### **8.9. Breach of this policy**

When we consider that a breach of this acceptable use policy has occurred, we may take such action as we deem appropriate.

Failure to comply with this acceptable use policy constitutes a material breach of the terms of use upon which you are permitted to use our site, and may result in our taking all or any of the following actions:

- 8.9.1. Immediate, temporary or permanent withdrawal of your right to use our site.
- 8.9.2. Immediate, temporary or permanent removal of any contribution uploaded by you to our site.

- 8.9.3. Issue of a warning to you.
- 8.9.4. Legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach.
- 8.9.5. Further legal action against you.
- 8.9.6. Disclosure of such information to law enforcement authorities as we reasonably feel is necessary or as required by law.
- 8.9.7. We exclude our liability for all action we may take in response to breaches of this acceptable use policy. The actions we may take are not limited to those described above, and we may take any other action we reasonably deem appropriate.

**8.10. We are not responsible for viruses and you must not introduce them**

- 8.10.1. We do not guarantee that our site will be secure or free from bugs or viruses.
- 8.10.2. You are responsible for configuring your information technology, computer programmes and platform to access our site. You should use your own virus protection software.
- 8.10.3. You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. 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. 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.

**8.11. *Limit of Liability***

- 8.11.1. We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.
- 8.11.2. We exclude all implied conditions, warranties, representations or other terms that may apply to our site or any content on it.
- 8.11.3. We will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:
  - 8.11.3.1. use of, or inability to use, our site; or
  - 8.11.3.2. use of or reliance on any content displayed on our site.

8.11.4. In particular, we will not be liable for:

- 8.11.4.1. loss of profits, sales, business, or revenue;
- 8.11.4.2. business interruption;
- 8.11.4.3. loss of anticipated savings;
- 8.11.4.4. loss of business opportunity, goodwill or reputation; or
- 8.11.4.5. any indirect or consequential loss or damage.

8.12. If defective digital content that we have supplied, damages a device or digital content belonging to you and this is caused by our failure to use reasonable care and skill, we will either repair the damage or, at our option and to the maximum extent permitted by law, resupply this website or any part of it to you, or pay for the resupply of this website or any part of it to you. However, we will not be liable for damage that you could have avoided by following our advice to apply an update offered to you free of charge or for damage that was caused by you failing to correctly follow installation instructions or to have in place the minimum system requirements advised by us.

## 9. *PRIVACY POLICY*

9.1. Whittworth Investing takes your privacy very seriously and Whittworth Investing will comply with the obligations imposed on us by the applicable Data Protection legislation, including the UK Data Protection Act 1998, the General Data Protection Regulation ((EU) 2016/679) (GDPR) and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and any successor legislation to the GDPR or the Data Protection Act 1998 (the **Data Protection Legislation**).

9.2. We shall use personal information provided by you in accordance with the provisions of our Terms of Business and Customer Agreements and in accordance with this policy.

9.3. Your use of this website and signature of your **Data Protection Notice and Consent to our use of your Personal Data**: <https://download.whittworthinvesting.com/Valutrades%20Privacy%20Notice%20and%20Consent.pdf>, constitutes acceptance of the terms of this policy.

9.4. Our Privacy Policy will be reviewed from time to time to take account of new laws and technology and any changes to our operational processes and any amendments to this policy will be incorporated in an updated version. Your subsequent use of the website constitutes acceptance of those changes. Any information we hold will be governed by our most recent Privacy Policy.

### 9.5. *Use of Personal Information*

- 9.5.1. Whittworth Investing needs to collect certain personal information to be able to offer its range of financial products and services to its customers.
- 9.5.2. We will collect and maintain most personal information from customer use of this website. This may be through the use of the application and other types of forms and through active use of the customer trading account. The type of information may include (but is not limited to) your name, address, date of birth, contact details, employment and income, transaction history, areas of the website used and visited and links to and from third party websites. We may also need to collect and maintain information from external sources such as credit reference and identity verification agencies. Periodically we may ask you to voluntarily provide us with information for our marketing or survey purposes.
- 9.5.3. In accordance with the terms of your **Data Protection Notice and Consent to our use of your Personal Data**: <https://download.whittworthinvesting.com/Whittworth%20Investing%20Privacy%20Notice%20and%20Consent.pdf>, Whittworth Investing will use your information for the purposes of:
- 9.5.3.1. opening and maintaining an account;
  - 9.5.3.2. confirming your identity and dealing with our compliance obligations;
  - 9.5.3.3. managing your profile and trading account; and
  - 9.5.3.4. to enable us to provide you with the products and services that you have requested from us and otherwise performing our legal obligations to you.
- 9.5.4. If you have provided your explicit consent and unless and until you advise us to the contrary, we will also communicate with you about relevant information and opportunities relating to existing and new products and services which we consider suitable for you. You have a right to withdraw that consent at any time simply by contacting [compliance@whittworthinvesting.com](mailto:compliance@whittworthinvesting.com) or at the address details given below in writing, but please note that this is likely to have an impact upon the products and services we can provide to you.

## 9.6. *Disclosure of Information*

In the standard operation of our business, we may disclose your personal information to the following (who may be within or outside the European Economic Area\*):

- 9.6.1. our associated companies;
- 9.6.2. successors in title to our business;
- 9.6.3. our third party service providers and professional advisors contracted to provide us with administrative, IT, financial, regulatory, compliance, insurance, research or other services;

- 9.6.4. credit agencies;
- 9.6.5. any organisation or person expressly instructed by you;
- 9.6.6. any relevant regulatory, governmental or law enforcement authority as required by law;
- 9.6.7. third parties necessary to provide the products and services requested by you;
- 9.6.8. introducing brokers and affiliates with whom we have a mutual relationship and to attorneys acting under powers of attorney with you,

*9.7. In order to transfer personal information to third parties in territories that do not yet retain adequate privacy laws, we will look to enter into agreements with the parties to whom we may there transfer your personal information ensuring appropriate and suitable safeguards that would be accepted as adequate within the European Community.*

*9.8. We require that organisations outside of our group of companies who handle or obtain personal information as service providers acknowledge the confidentiality of this information, undertake to respect any individual's right to privacy and comply with the Data Protection Legislation and this policy.*

#### *9.9. Security of Information*

We take the safeguarding of your data very seriously. All personal information in our possession is held securely. We have put in place appropriate technical, organisational and security measures to prevent your personal information from being accidentally lost, used or accessed in an unauthorised way, altered or disclosed.

In addition, we limit access to your personal information to those employees, agents, contractors and other third parties who have a business need to know. They will only process your personal information on our instructions and they are subject to a duty of confidentiality. Details of these measures may be obtained from [compliance@whittworthinvesting.com](mailto:compliance@whittworthinvesting.com)

We have put in place procedures to deal with any suspected data security breach and will notify you and any applicable regulator of a suspected breach where we are legally required to do so.

#### **9.10. Your duty to inform us of changes**

It is important that the personal information we hold about you is accurate and current. Please keep us informed if your personal information changes during your relationship with us.

#### *9.11. Data Retention*

***9.11.1. We will only retain your personal information for as long as necessary to fulfil the purposes we collected it for, including for the purposes of satisfying any legal, regulatory, accounting, or reporting requirements. To determine the appropriate retention period for personal data, we consider the amount, nature, and sensitivity of the personal data, the potential risk***

*of harm from unauthorised use or disclosure of your personal data, the purposes for which we process your personal data and whether we can achieve those purposes through other means, and the applicable legal and regulatory requirements.*

**9.11.2.** *However, we may need to maintain records for a significant period of time. For example: If we hold any personal information in the form of a deed, we will hold this deed in its complete form for a period of 12 years after our business relationship with you has ended; we are subject to certain anti-money laundering laws which require us to retain for 5 years after our business relationship with you has ended a copy of the documents we used to comply with our customer due diligence obligations and supporting evidence and records of transactions with you and your relationship with us; and if we hold any personal information in the form of a recorded communication, by telephone, electronic, in person or otherwise, this information will be held in line with local regulatory requirements which will either be 5 years or 10 years after our business relationship with you has ended.*

**9.11.3.** *In some circumstances we may anonymise your personal information so that it can no longer be associated with you, in which case we may use such information without further notice to you. Once you are no longer a client of Whittworth Investing we will retain and securely destroy your personal information in accordance with applicable laws and regulations.*

**9.12.** *Your rights of access, correction, erasure, and restriction*

**9.12.1.** *Under certain circumstances, by law you have the right to:*

**9.12.1.1.** *Request access to your personal information (commonly known as a "data subject access request"). This enables you to receive a copy of the personal information we hold about you and to check that we are lawfully processing it.*

**9.12.1.2.** *Request correction of the personal information that we hold about you. This enables you to have any incomplete or inaccurate information we hold about you corrected.*

**9.12.1.3.** *Request erasure of your personal information. This enables you to ask us to delete or remove personal information where there is no good reason for us continuing to process it. You also have the right to ask us to delete or remove your personal information where you have exercised your right to object to processing (see below).*

**9.12.1.4.** *Object to processing of your personal information where we are relying on a legitimate interest (or those of a third party) and there is something about your particular situation which makes you want to object to processing on this ground. You also have the right to object where we are improperly processing your personal information for direct marketing purposes.*

**9.12.1.5.** *Request the restriction of processing of your personal information. This enables you to ask us to suspend the processing of personal information about you, for example if you want us to establish its accuracy or the reason for processing it.*

**9.12.1.6.** *Request the transfer of your personal information to another party.*

9.12.2. If you want to review, verify, correct or request erasure of your personal information, object to the processing of your personal data, or request that we transfer a copy of your personal information to another party, please contact [compliance@whittworthinvesting.com](mailto:compliance@whittworthinvesting.com) in writing.

### **9.12.3. No fee usually required**

You will not have to pay a fee to access your personal information (or to exercise any of the other rights). However, we may charge a reasonable fee if your request for access is clearly unfounded or excessive. Alternatively, we may refuse to comply with the request in such circumstances.

### **9.12.4. What we may need from you**

We may need to request specific information from you to help us confirm your identity and ensure your right to access the information (or to exercise any of your other rights). This is another appropriate security measure to ensure that personal information is not disclosed to any person who has no right to receive it.

### **9.12.5. Right to withdraw consent**

In the limited circumstances where you may have provided your consent to the collection, processing and transfer of your personal information for a specific purpose, you have the right to withdraw your consent for that specific processing at any time. To withdraw your consent, please contact [compliance@whittworthinvesting.com](mailto:compliance@whittworthinvesting.com). Once we have received notification that you have withdrawn your consent, we will no longer process your information for the purpose or purposes you originally agreed to, unless we have another legitimate basis for doing so in law.

9.13. If you have any questions concerning our Privacy Policy, or you would like to change your personal information, or you would like to make a complaint concerning any action of ours which you consider is in breach of our policy please contact our Compliance Department directly. We have appointed a data privacy manager to oversee compliance with this Privacy Policy who can be contacted at , please contact the data privacy manager

### **9.14.** *How we collect your data*

Personal Information may be submitted on our website in two areas:

#### **9.14.1. Public Area**

If you provide your name and address on the public area of our website in order to request information about our products and services, you may voluntarily provide additional personal information. You will be asked to provide your

Personal Information in this area for the purposes of registering with us and opening an account with us.

#### **9.14.2. Private Area**

9.15. If you are already one of our customers and have opened an account with us, you must use a password to enter our website. A “session cookie” is used to enable you to leave and re-enter our website without re-entering your password. Our web server will record the pages you visit within our website. To ensure a good quality of service we may monitor and record any communication you have with us whether in writing, by phone or by electronic mail. E-mail is not encrypted to/from either the public or private areas of this website.

#### **9.16. *Card Processing***

In accordance with the recommendations of Payment Card Industry Security Standards Council, customer card details are protected using Transport Layer encryption — TLS 1.2 and application layer with algorithm AES and key length 256 bit.

#### **9.19 External Links**

Please take care to review the privacy policies and procedures that apply to any third party website you visit for these are not covered by this Privacy Policy

### **10. COOKIES POLICY**

#### **10.1. How we use Cookies**

10.1.1. We use a number of different cookies on our website to help us improve performance. Cookies are small text files that help us anonymously identify your browser from page to page and from visit to visit. If you do not know what cookies are, or how to control or delete them, then we recommend you visit <http://www.aboutcookies.org> for detailed guidance. Alternatively, you can search the internet for other independent information on cookies.

10.1.2. The following information describes the cookies we use on this site and what they are used for. By signing the Data Protection Notice and Consent, you have provided consent for us to put a cookie on your computer.

10.1.3. If you change your mind, then you should either not use this site, or you should delete our cookies having visited the site, or you should browse the site using your browser’s anonymous usage setting ( such as “Incognito” in Chrome, “InPrivate” in Internet Explorer, “Private Browsing” in Firefox and Safari). You can also change your browser settings to disable cookies or to be advised when cookies are sent to your computer. However this may impair your use of and access to our website so we advise that you leave cookies enabled.

#### **10.2. Persistent Cookies for Site Analytics and Performance**

##### **Google AdSense**

This cookie is used by Google to report to us how Whittworth Investing advertising is performing if you click on a Google ad. User data is all anonymous.

You can find out more generally about Google and its policies and principles as regards advertising at <http://www.google.com/policies/privacy/ads/>

### **Google Analytics**

We use this to understand how the site is being used in order to improve the user experience. User data is all anonymous.

You can find out more about Google's position on privacy as regards its analytics service at <http://www.google.co.uk/intl/en/analytics/privacyoverview.html>

### **Adform**

An Adform cookie is used to collect and store non-identifying data about our users and use them for analysis and online behavioural advertisements. As a result, such advertisements offer an enriched online experience and deliver advertisement content that is likely to be more interesting and relevant to you. You can find out more about Adform by clicking on this link <http://www.adform.com/site/privacy-policy>

## **10.3. Third Party Content**

We occasionally provide content through third parties who may implement cookies of their own. This includes trusted third party content providers, who provide data for the ticker.

**We recommend you set your browser to not accept third party cookies if you do not wish to have these services place cookies on your machine. We have little control over what they do with the data they collect.**

## **10.4. Notices**

We may send notices to the email address you have provided to us. It is your responsibility to ensure that you notify us of any change to your email address. Any notice sent by Valutrades to your email address shall be deemed to have been delivered at the time of sending.

## **10.5. Indemnity**

You will indemnify, defend and hold Whittworth Investing, its directors, officers, employees and agents harmless from any losses, liabilities, judgments, suits, actions, proceedings, claims, damages and costs Whittworth Investing, its directors, officers, employees and agents may suffer or that may be made by a third party resulting from or arising out of your use of the website, materials or software, whether in breach of these terms, any other agreement Whittworth Investing has with you or otherwise.

## **10.6. Termination**



We reserve the right to terminate your use of this website at any time in the event that we decide in our sole discretion that you have breached these terms and agreements or any other legal notice or statement contained within the website.

**10.7. Severability**

The invalidity or unenforceability for any reason of any provision of these terms and agreements shall not prejudice or affect the validity or enforceability of its other provisions.

**10.8. Which country's laws apply to any disputes?**

These terms and agreements are governed by the law in force in England, and the parties irrevocably submit to the non-exclusive jurisdiction of the English courts for determination of any dispute concerning the terms and agreements.