



## Website, App and Portal Terms of Use

### Scope and acceptance of Terms of Use

This page (together with the documents referred to on it) sets out the terms and conditions that govern the use of:

- a) our website at [czarnikow.com](http://czarnikow.com);
- b) our client web portal at [czapp.com](http://czapp.com) ("Portal"); and
- c) our mobile application Czapp ("App"),

(collectively, the "Site") ("Terms of Use"). Please read these Terms of Use carefully. We recommend you print a copy of these Terms of Use for future reference.

**Please note that the Site is intended for professional clients and is not intended for retail clients. Our Affiliated and Affiliated Premium services are intended for professional clients only and is not intended for retail clients.**

**By using the Site and in consideration for the mutual promises given under these Terms of Use, you confirm that your understanding that is intended for professional clients and you signify your acceptance to be bound by these Terms of Use and enter into legal relations with Czarnikow Group Limited.**

**You are also responsible for ensuring that all persons who access our Site through your internet connection and/or devices are aware of these Terms of Use and other applicable terms, and that they comply with them.**

**If you do not agree to these Terms of Use, you must refrain from using the Site. If you are not a professional client, you must refrain from using Affiliated and Affiliated Premium services on the site.**

### Who are we and how can you contact us?

The Site is owned and operated by Czarnikow Group Limited (company number 02650590, and registered offices at Paternoster House, 65 St. Paul's Churchyard, London, EC4M 8AB. Our VAT number is GB 657 1325 36), together with other members of our group ("Czarnikow", "we", "our", "us"). If you would like to contact us for any reason please do so using the following details

Address: Paternoster House, 65 St. Paul's Churchyard, London, EC4M 8AB, UK

Email: [czarnikow@czarnikow.com](mailto:czarnikow@czarnikow.com)

Tel: +44 (0) 20 7972 6600

### Other applicable terms

In addition to these Terms of Use, the following terms will also apply to your use of the Site and your interaction with us. Please ensure that you also read these:

- [Our Privacy Policy](#)
- [Our Cookie Policy](#)

### Accessing the Site

The Site will include such functionalities and features as are determined by us from time to time. We may make changes to the Site, including by disabling existing features. Where these are material, we will take steps to notify you by appropriate means.

We do not guarantee that our Site, or any content on it, will always be available, error-free or uninterrupted. Access to our Site is permitted on a temporary basis, and we reserve the right to



withdraw, restrict, discontinue, suspend or amend access to the Site from time to time for all or some users of the Site. Where required, will try and give you reasonable notice of any suspension or withdrawal by appropriate means. To the extent permitted by law, we will not be liable if for any reason our Site is unavailable at any time or for any period.

## **Registration**

### *Account creation*

In order to access certain elements of the Site, including the Portal and the App, you are required to register and create an account ("Account"). The type of account that you are able to create, and the type of content that you are able to access through that Account, will depend on the type of user that you are.

If you hold a trading contract with us, you will be an "Affiliated User" and you will have free access to limited opinions, market data and full access to your trading positions and documents relating to your trading contract.

As an Affiliated User, you may subscribe to additional premium content by payment of an applicable fee (which you will be informed of and will be required to accept prior to payment) ("Affiliate Premium User"). As an Affiliated Premium User, you will obtain access to additional premium opinion, market data and select third party content (which is subject to the section below titled "Third party content and links").

If you do not hold a trading contact with us, you will be an "Unaffiliated User" and you will have free access to limited opinions and market data. The section below titled "Additional terms that apply if you are a consumer" will also apply to the extent that you are an Unaffiliated User that is a consumer.

To use any features of the Portal and the App, you must have an Account. As part of the Account registration process, we will ask you to provide or confirm information about yourself such as your name and contact details. You may also be asked to provide further information as part of your Account usage. You are responsible for and warrant that all information that you provide is true, complete and accurate. You are responsible for ensuring any information you provide and that is stored as part of your Account is up to date.

### *Keep your Account details safe*

If you choose, or you are provided with, a username, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any third party. You acknowledge and agree that any access to or use of the Site by means of the credentials associated with your Account is deemed to be access or use by you. We have the right to disable any username 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. Where required, will try and give you reasonable notice of this by appropriate means.

### *Refusal and suspension*

We may refuse to create an Account and we may suspend or cancel/terminate your Account (effective immediately) for any reason including if we suspect that any information that you provide is not correct, or that you are not eligible for a particular type of Account, or your Account has been misused or you have committed a breach of Terms of Use. Where required, we will try and give you reasonable notice of this by appropriate means.

## **Acceptable Use**

You may only use the Site for lawful purposes. You warrant and agree that you will not use the Site: (i) in any way that breaches these Terms of Use, any applicable local, national or international law or



regulation; (ii) to send, knowingly receive, upload, download, use or re-use any material which does not comply with these Terms of Use; to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam); (iii) to impersonate another person or create a false or misleading identity for the purpose of misleading others as to your identity, or to collect information about other users; (iv) in any way that interferes with another user's use and enjoyment of the Site or in any other manner that could damage, disable, overburden or impair the Site; (v) to access information (including by bypassing or attempting to bypass security mechanisms) within the App or Portal if you do not have an appropriate Account or permissions; (vi) to exploit it for your own commercial purposes; or (vii) to provide access to materials which may infringe the rights, including intellectual property rights, of any third parties.

Further, you warrant that you will not: (i) knowingly introduce into the Site viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful; (ii) 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 or; (iii) attack our Site via a denial-of-service attack or a distributed denial-of service attack. By breaching the foregoing, 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.

### **User generated content**

Certain functionality on the Site, (such as within the Portal and the App) and our official social media profiles may allow users to upload content and interact with one another (enabling you to see content uploaded by other users and vice-versa) (**User Content**). You warrant that your User Content is accurate and in compliance with applicable local, national or international law or regulation. You warrant that your User Content does not contain or promote offensive, defamatory, deceptive, discriminatory, hateful, threatening, abusive, illegal/unlawful or explicit content; does not infringe any rights, including intellectual property rights, of any third parties; and does not state or imply an association or emanation from us.

You will be responsible and liable to us for any claims, damages or expenses that we suffer arising from your deliberate, reckless or grossly negligent breaches of the above warranties associated with Acceptable Use and User Content.

All User Content you upload to the Site will be considered non-confidential and non-proprietary. You retain all of your ownership rights in your content, but you grant us a perpetual, worldwide, non-exclusive, royalty-free, transferable licence to use, modify, copy, sub-licence, distribute, reproduce, adapt, transmit, publish and/or broadcast, publicly perform, communicate and display the User Content in any manner and by any means which we may determine.

We retain the right to remove any User Content. Notwithstanding the foregoing, we accept no responsibility or liability for any User Content, or how other users may use your User Content. In particular, you acknowledge and agree that we do not authorise, condone or endorse any User Content of any other user, and are not responsible for the accuracy, legality or decency of such content. You are solely responsible for verifying the veracity of any claims or statements made in any of your User Content.

### **Ownership and intellectual property**

We are the owners or the licensee of all intellectual property rights in our 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.

We authorise you on a non-exclusive and revocable basis to print off one copy, download extracts of any page(s) from our Site for your personal reference and draw the attention of others to material posted on our Site. 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. Our status (and that of any identified contributors) as the authors of material on our Site must always be acknowledged.

Except as expressly provided above, nothing in these Terms of Use or this Site should be considered as granting any licence or right to any copyright, trademarks or other intellectual property rights of Czarnikow or any third party.

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.

### **Personal data**

Any personal data that we collect from you or that you provide to use pursuant to these Terms of Use will be used and disclosed in accordance with our Privacy Policy, available [here](#). By using our Site and services you acknowledge our use of your personal data in accordance with our [Privacy Policy](#).

### **Regulatory**

Czarnikow Group Limited is not authorised or regulated by the UK's Financial Conduct Authority (**FCA**).

However, certain limited content (namely, the "Market View Report") is provided by C. Czarnikow Sugar Futures Limited.

C. Czarnikow Sugar Futures Limited is authorised and regulated by the FCA. Its Firm Reference Number is 150142.

In the United Kingdom, this website is a financial promotion and has been approved solely for the purposes of Section 21 of the Financial Services Markets Act 2000 relating to the communication of invitations or inducements to engage in investment activity by C. Czarnikow Sugar Futures Limited.

The information on this Site does not constitute investment advice.

### **Do not rely on information on this Site**

The Site contains information. In addition to the foregoing, we maintain official profiles on various social media platforms.

The content and information on and within the Site and our social media profiles is provided for general information only. It is not advice or opinions on which you should rely nor is it an advertisement, an invitation, an offer or a solicitation, to buy or sell any financial product or security or to engage in any investment activity, or an offer of any banking or financial service.

You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our Site or our social media profiles.

Although we make reasonable efforts to update the information on our Site, to the extent permitted by law, we make no representations, warranties or guarantees, that the content on our Site and our social media profiles is accurate, complete or up to date (whether express or implied).

### **Security**

We take reasonable steps to protect the information that you transmit using the Site. However, we cannot guarantee the security of any information that you transmit to us using the Site. Therefore, any information you transmit using the Site is transmitted at your own risk.



We do not guarantee that the Site will be free from bugs or viruses. You are responsible for configuring your information technology, computer programmes and platforms, mobile and other devices to access our Site. You should use your own virus protection software and ensure that the version of the App your use is the most up-to-date.

To the extent permitted by law, we will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, mobile or other device, data or other proprietary material due to your use of the Site or to your downloading of any material posted on it, or on any website linked to it (“Virus Attacks”).

### **Third party content and links**

The Site may contain links to other websites, and information and materials from third parties, including advertisements, feeds, data information and social media content (“Third Party Materials”). “Third Party Materials” also includes third party social media platform providers. We do not have control over, and are not responsible for any Third Party Materials and accept no responsibility for them or for any loss or damage that may arise from your use of them. Unless expressly stated otherwise, we do not sponsor or endorse the Third Party Materials.

### **Exclusions and limitations**

To the extent permitted by law, we disclaim and exclude all warranties, conditions, representations and terms, whether express or implied by statute, common law or otherwise, with respect to this Site or the information, content, materials, services included in this Site including, without limitation, as to the accuracy or completeness of the Site, as to whether it is up to date and as to the condition and fitness for purpose of services displayed or provided. We reserve the right, at its sole discretion, to amend or withdraw any services, content or functionality offered on this Site.

To the extent permitted by law and subject to the “Additional terms that apply if you are a consumer”, in no event shall we be liable for any claim, loss, demands or damages of any kind whatsoever (whether for breach of contract, arising in tort (including negligence), for breach of statutory duty or otherwise) arising out of or in connection with the use of this Site or the information, content or materials included on this Site, including without limitation: (i) use or inability of use of the Site; (ii) any content of the Site and reliance on such content (including as to the quality, accuracy, completeness or fitness for purpose whatsoever); (iii) any content submitted or uploaded to the Site (including User Content); (iv) any content of any other website referred to or accessible through the Site; (v) any Virus Attacks; (vi) use of Third Party Materials; (vii) any failure to comply with these Terms of Use where such failure is due to circumstances beyond our reasonable control; (viii) loss of actual or anticipated profits (including loss of profits on contracts); (ix) loss of revenue; (x) loss of business; (xi) loss of opportunity; (xii) loss of anticipated savings; (xiii) loss of goodwill; (xiv) loss of reputation; (xv) loss of damage to or corruption of data; (xvi) loss of use of money or otherwise; (xvii) or indirect or consequential loss or damage of any kind, whether such claims, loss, demands or damages were foreseeable, known or otherwise (“Losses”).

Without prejudice to the foregoing, in any circumstances, our total liability to you under these Terms of Use will be capped at £100 (the “Cap”).

This statement does not affect your statutory rights or other rights under English Law which are not capable of being limited or excluded, including liability for death or personal injury arising from the Company’s negligence, and for fraud or fraudulent misrepresentation,

### **Linking to the Site**

You may link to the Site provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it. 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. You must not frame any portion or pages of the Site on any other site. The website in which you are linking must comply in all respects with the “Acceptable use” standards set out above. We reserve the right to withdraw linking permission without notice

### **We may make changes to these Terms**

We may revise these Terms of Use at any time by amending this page. Please check this page from time to time to take notice of any changes we made, as they are binding on you. Some of the provisions contained in these Terms of Use may also be superseded by provisions or notices published elsewhere on our Site. Continued use of the Site will be deemed acceptance of the updated or amended terms.

### **Governing law and jurisdiction**

These Terms of Use and any non-contractual obligations arising out of or in connection with it are governed by English law.

Subject to the “Additional terms that apply if you are a consumer”, the English courts have exclusive jurisdiction to settle any dispute arising out of or in connection with these Terms of Use (including a dispute relating to the existence, validity or termination of these Terms of Use or any non-contractual obligation arising out of or in connection with these Terms of Use).

### **Additional terms that apply if you are a consumer**

A “consumer” is an individual acting for purposes that are wholly or mainly outside that individual’s trade, business, craft or profession.

**Please note that Affiliated User Accounts and Affiliated Premium User Accounts are not intended for use by consumers. As such, these additional terms do not apply to Affiliated Users and Affiliated Premium Users.**

**Czarnikow acknowledges that Unaffiliated Users may in certain cases be acting as consumers. These terms apply in addition to the remainder of these Terms of Use to the extent that an Unaffiliated User is acting as a consumer:**

#### *Additional information*

(a) the App/Portal is provided for free. Any additional fees to be charged for your use of App/Portal following registration (such as in-app purchases) will be disclosed to you in advance of payment being taken and will only be charged following your confirmation to any such chargeable elements; (b) subject to the provisions in these Terms of Use, the App/Portal will be provided once you create an Account; (c) we may suspend or terminate your account as set out in these Terms of Use. You may cancel your Account at any time with immediate effect by contacting us as set out above; and (d) in addition to the “Governing law and jurisdiction” terms, please note that disputes may be submitted for online resolution to the European Commission Online Dispute Resolution platform which can be accessed here.

#### *Liability to consumers*

If (as a requirement of applicable law or otherwise), we are held liable for any Losses to you, we are only responsible for Losses you suffer that are a foreseeable result of our breaking these Terms of Use or our failing to use reasonable care and skill but we are not responsible for any Losses that is not foreseeable. In any circumstances, our total liability to you will be subject to the Cap.

#### *Damage caused by the App*

Where the App causes damage to your registered device or other digital content on your registered device and such damage is caused by our failure to use reasonable skill and care, we will either repair



the damage or pay you appropriate compensation (which shall be limited to the Cap). 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 from time to time.

*Loss of right of withdrawal in relation to the App*

By downloading the App, you hereby consent to immediate performance of the contract and acknowledge that you will lose your right of withdrawal from the contract once the download or streaming of the App has begun.

Jurisdiction

Nothing in these Terms of Use prevents you from bringing proceedings in the country in which you are resident.

**Additional provisions**

If we waive any rights available to us under these Terms of Use on one occasion, this does not mean that those rights will automatically be waived on any other occasion.

We may assign, subcontract or otherwise transfer these Terms of Use or any of our rights or obligations under these Terms of Use without your prior consent. You may not assign, subcontract or otherwise transfer these Terms of Use or any of your rights or obligations under these Terms of Use without our prior consent (such consent not to be unreasonably withheld).

If any of these terms are held to be invalid, unenforceable or illegal for any reason, the remaining terms will nevertheless continue in full force.

The Terms of Use are not enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to these Terms.

These terms of use were last updated on: April 25<sup>th</sup> 2019

