**Website Terms & Conditions**

* 1. **Acceptance**

Acuvest Limited (“Acuvest”) provides the website to you on the basis of the following terms and conditions (“Terms and Conditions”). By accessing any page on this Acuvest Website, you agree to be bound by these Terms and Conditions. These Terms and Conditions may be updated by Acuvest from time to time by posting the updated Terms and Conditions without prior separate notification to you. You should check the Terms and Conditions each time you access the Acuvest Website to check for updates.

# Acuvest Website

You will be able to obtain information about certain Acuvest products and services on this Acuvest Website and you may also submit queries to Acuvest to receive more information.

# Use

The Acuvest Website and any support are provided to you at no charge and are for your personal and non-commercial use. No market commentary or investment views contained on the website should be considered investment, financial or other professional advice and any support provided to you is for information purposes only. Acuvest reserves the right to make changes to the Acuvest Website; or not reply to any queries; or not provide any support in connection with the Acuvest Website or information thereon. Acuvest reserves the right to remove any materials from the website where it reasonably suspects that such material is prohibited by this Section 3 or is otherwise inappropriate. Notwithstanding the foregoing, you acknowledge that Acuvest has no control over content on the website provided by other users, neither does it purport to monitor the content of the website to ensure its accuracy, appropriateness or conformity with the principles outlined in these Terms and Conditions. You must not link to the Acuvest Website other websites which are indecent or inappropriate, and you must forthwith remove any link if Acuvest in its discretion so requests.

# Disclaimer

You understand and agree that you are using the Acuvest Website at your sole risk and that Acuvest does not warrant that the Acuvest Website will meet your requirements or that the Acuvest Website will be uninterrupted, error free or secure.

Any content or services provided via the Acuvest Website or in connection with the Acuvest Website by Acuvest is done so on an “AS IS” and on an “AS AVAILABLE” basis and Acuvest makes no representations or endorsement of any kind, whether express or implied, with respect to the Acuvest Website for the content or services included in, or made available in connection with, this Acuvest Website, whether the information is provided directly by Acuvest or a third party information provider.

Acuvest reserves the right at its sole discretion, to amend or withdraw any content or services offered as part of the Acuvest Website. Acuvest hereby excludes all conditions, warranties, representations or other terms concerning the supply or purported supply of, failure to supply or delay in supplying any service in connection with the Acuvest Website or that the Acuvest Website is accurate, complete or up-to-date, which might but for this Section 4 have effect between Acuvest and you, or would otherwise be implied into or incorporated into these Terms and Conditions or any collateral contract, whether by statute, common law or otherwise.

Acuvest reserves the right at its sole discretion, to amend or withdraw any content or services offered as part of the Acuvest Website.

# Liability

In no event will Acuvest be liable for any direct, indirect, incidental, punitive, special or consequential damages whatsoever (including without limitation, those arising from lost profits, lost data or business interruption) arising out of the use, inability to use or the results of use or reliance on this website, any websites linked to this website or the materials or information contained at any or all such sites, whether based on warranty, contract, tort or any other legal theory and whether or not advised of the possibility of such damages. If your use of the materials or information from this website results in the need for servicing, repair or correction of equipment or data, you assume all costs thereof. This shall not affect your statutory rights. Nothing in these Terms and Conditions shall exclude or limit Acuvest ‘s liability for (i) death or personal injury caused by its negligence; (ii) fraud; or (iii) any liability which cannot be excluded or limited under applicable law.

# Privacy Policy

If you choose to register on any part of this Acuvest Website, you agree to provide Acuvest with the accurate data as requested in the registration form. For details of our use and transfer of your personal data, please refer to this privacy policy.

The information provided in a form or otherwise via the Acuvest Website will be used by Acuvest for the purpose of providing the services that you have requested by way of the Acuvest Website.

From time-to-time Acuvest, Acuvest affiliates or agents might use this information for marketing purposes or to inform you about other products and services, which we think might be of interest for you. You can specify whether you wish to receive such information in the appropriate box in your registration form.

We are committed to protecting your privacy. Your personal data is held on a secure computer and manual files shall not be processed for any other purpose than those set out in this Privacy Policy. The server Acuvest uses to store this information is accessible to authorised staff only, is further connected to the Internet through a firewall and is therefore not accessible to the public.

Small pieces of information known as cookies will be installed on your computer to collect statistical information including navigation paths, number of visits, returning customers and hits per page. The only personal information that a cookie can contain is information that you provide yourself. They cannot read data off your hard disk. We use these cookies to help us determine the usefulness of the information that we provide and to see how user-friendly our website is. Acuvest does not share the information that it gathers from cookies with other non-Acuvest entities or sell it to third parties. If you prefer not to receive cookies from our website, you can set your browser to warn you before accepting cookies and refuse the cookie when your browser alerts you to its presence. You can also refuse cookies by turning them off in your browser.

You have the right to access, correct, update, or delete your data by accessing the appropriate link to your profile or by submitting a request to webmaster@acuvest.ie.

We will only hold your personal information for the duration necessary to allow us to provide the services that you have requested or for any additional period as required by law.

This Privacy Policy may be amended by Acuvest from time to time. We will notify you of any material changes affecting our use of your personal data.

# Trademark

You must not display or use Acuvest trademarks or logos in any manner without prior written permission.

# Acuvest

The Greenway, Ardilaun Court, Court C, Unit #912, 112-114 St. Stephen’s Green, Dublin 2, D02 TD28

Ireland Email: **info@acuvest.ie**

# Governing Law

These Terms and Conditions shall be governed by and construed in accordance with laws of the Republic of Ireland. Disputes arising in connection with these Terms and Conditions shall be subject to the exclusive jurisdiction of the courts of the Republic of Ireland.

# Copyright

Copyright © Acuvest. All rights reserved. It is strictly prohibited to copy, redistribute, republish, or modify any materials or software contained on the Acuvest Website or in subsequent support without the prior written consent of Acuvest.