

Terms & Conditions.

This page (together with the documents referred to in it) are the general terms and conditions (“Terms and Conditions”) which apply to the domain www.wearekukua.com (the “Site”) and all sub domains of the Site. The Site is operated by We Are Kukua Limited (“Kukua”). Please read these Terms & Conditions carefully.

By using the Site, you are deemed to have accepted these Terms & Conditions. If you do not agree to these terms of use, please refrain from accessing or using the Site.

Kukua may revise the Terms & Conditions at any time by amending this page. You are expected to check this page from time to time to take notice of any changes Kukua make, as they are binding on you. If you have any enquiries or complaints (about the Site or someone else’s use of the Site) then address them to curious@wearekukua.com.

Disclaimer

While Kukua promote investment in accordance with responsible principles, this website contains no information on the way, or on how rigorously, the responsible policies of different financial service providers are actually applied and should not be taken as an endorsement, or relative endorsement, of any particular investment fund, investment

product or investment fund manager.

Kukua do not and cannot provide financial advice. Any prospective investor in any financial product should obtain full information from the appropriate person, an independent financial adviser, or other sources. Kukua recommend that independent financial advice be taken before any investment is entered into.

There is risk involved in acquiring or holding any investment. In every case its value may decrease or increase. Investments should only be chosen on the basis of a balanced and considered judgement taking full account of the circumstances of the prospective investor and other relevant factors. If a prospective investor wishes to apply responsible criteria to their choice of investment, this should not be to the exclusion of a full consideration of the financial aspects of the relevant investment.

Definitions

“Kukua” “we” and “our” means We Are Kukua Limited (registered in England with number 09435090, and whose registered office address 6-8 3rd Floor C/O Clarus Knight, Bonhill Street, London, England, EC2A 4BX, UK).

“Material” means the contents of the Site, including, but not limited to, text, graphics, logos, links, codes and data.

Accessing the Site

Kukua will endeavour to ensure that the Site is accessible for 24 hours a day but will not be liable if, for any reason, the Site is unavailable for any time or for any period. Kukua will have the right to suspend access to or withdraw or restrict access to some parts of this website temporarily or permanently and without notice.

Kukua will not be liable for any loss or damage arising in contract, tort or otherwise if the Site is unavailable or suspended for any reason.

You are responsible for making all arrangements necessary for you to have access to the Site. You are also responsible for ensuring that all persons who access the Site through your internet connection are aware of these Terms & Conditions, and that they comply with them.

What you are not allowed to do

Except to the extent expressly set out in these terms, you are not allowed to:

- Make any copies of any part of the Site; and/or,
- Remove or change anything on the Site; and/or,
- Remove or change any copyright, trademark or other intellectual property right notices contained in the original material or that printed off from the Site; and/or,
- 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; and/or,

- Use any part of the materials on the Site for commercial purposes without obtaining a licence to do so from Kukua or its licensors.

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

Intellectual Property Rights

All intellectual property rights in the Site and in any material published on it (including but not limited to text, video, photographs and other images and sound, trademarks and logos) contained in the Site are owned by Kukua, members of its group or their respective licensors. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

Information

The information contained on the Site is provided for information purposes only and Kukua will use reasonable care and skill to ensure that it is accurate at the date of publication. However, because of the nature of the Internet, there may be circumstances in which errors occur within the information.

Consequently, Kukua makes no warranty or guarantee as to the accuracy of any information on the Site and cannot accept

liability for any errors or omissions within it.

Reliance on Information Posted

Commentary and other materials posted on the Site are not intended to amount to advice on which reliance should be placed. Kukua, therefore, accept no liability or responsibility arising from any reliance placed on such materials by any visitor to the Site, or by any third party who may be informed of any of its contents.

Unless otherwise stated, all statistics are inclusive of Kukua subsidiaries and associated companies.

Changes to the Site

Kukua may change the format and content of the Site from time to time. You should refresh your browser each time you visit the Site to ensure that you download the most up to date version of the Site. Any of the material on the Site may be out of date at any given time, and Kukua are under no obligation to update such material.

Limitation of Liability

The material displayed on the Site is provided without any guarantees, conditions or warranties as to its accuracy. To the extent permitted by law, Kukua, other members of the group and third parties connected to Kukua hereby expressly exclude:

- All conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity.

- Any liability for any direct, indirect, special or consequential loss or damage incurred by any user in connection with the Site or in connection with the use, inability to use, or results of the use of the Site, any websites linked to it and any materials posted on it, including, without limitation any liability for:
 - i. Loss of income or revenue;
 - ii. Loss of business;
 - iii. Loss of profits or contracts;
 - iv. Loss of anticipated savings;
 - v. Loss of data;
 - vi. Loss of goodwill;
 - vii. Wasted management or office time; and
 - viii. For 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, provided that this condition shall not prevent claims for loss of or damage to your tangible property or any other claims for direct financial loss that are not excluded by any of the categories set out above.

The above does not affect Kukua's liability for death or personal injury arising from its negligence, nor its liability for fraudulent misrepresentation or misrepresentation as to a fundamental matter, nor any other liability which cannot be excluded or limited under applicable law.

Linking to the Site

You may link to our home page; however, you must first seek approval from Kukua before doing so. Upon contact, Kukua will inform you of the conditions with which any link must comply by.

The Kukua logo can be used, however, you must first seek approval from Kukua before doing so. Upon contact, Kukua will inform you of the conditions with which any usage must comply by.

External Links

The Site may from time to time include links to external sites, resources and co-branded pages. Kukua has included links to these sites, resources and co-branded pages to provide you with access to information and services that you may find useful or interesting. Kukua is not responsible for the content of these sites, resources and pages or for anything provided by them and accepts no responsibility for them or for any loss or damage that may arise from your use of them. You should read carefully and agree with the Terms & Conditions of third-party websites before using them.

Viruses, hacking and other offences

You must not misuse the Site by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to the Site, the server on which the Site is stored, or any server, computer or database connected to the Site. You must not attack the Site via a denial-of-service attack or a distributed denial-of service attack.

By breaching these provisions, you would commit a criminal offence under the Computer Misuse Act 1990. Kukua will report any such breach to the relevant law enforcement authorities and it will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use the Site will cease immediately.

Kukua 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, 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. You must ensure that your computer has all the necessary software to protect you from computer viruses.

Suspension and termination of service

Kukua may suspend or terminate the operation of the Site at any time. Access to or use of the Site or any pages linked to it will not necessarily be uninterrupted or error free.

Personal data and Data Protection

Kukua will take all reasonable steps to ensure that any information you provide via e-mail and/or via the Site is kept secure, but please remember that, because of the nature of the Internet, the security of emails cannot be guaranteed. Consequently, the privacy of your data in such email correspondence cannot be guaranteed. There is no guarantee that any emails that you send to Kukua will be received by it. Kukua process information about you in accordance with

its Privacy policy. By using the Site, you consent to such processing and you warrant that all data provided by you is accurate.

General

Kukua may change these Terms & Conditions from time to time and will endeavour to notify you of any major changes by posting a message on the Site. You should check these Terms & Conditions each time you revisit the Site. These Terms & Conditions form the entire understanding of the parties and supersede all previous agreements, understandings and representations relating to the subject matter. If any provision of these Terms & Conditions is found to be unenforceable, this shall not affect the validity of any other provision. Kukua may delay enforcing its rights under these Terms & Conditions without losing them. Kukua will not be liable to you for any breach of these Terms & Conditions which arises because of any circumstances which Kukua cannot reasonably be expected to control. You agree that Kukua may sub-contract the performance of any of its obligations or may assign these Terms & Conditions or any of its rights or obligations without giving you notice.

Governing Law and Jurisdiction

These Terms & Conditions shall be governed by English law and you consent to the exclusive jurisdiction of the English courts in respect of these Terms & Conditions and any dispute relating to them.

The English courts will have exclusive jurisdiction over any claim

arising from, or related to, a visit to the Site, although, Kukua retain the right to bring proceedings against you for breach of these conditions in your country of residence or any other relevant country.

Privacy Policy.

This site is administrated by We Are Kukua Limited (“Kukua”) on behalf of each trading brand that is part of the company.

Kukua (registered in England with number 09435090 and whose registered office address is 6-8 3rd Floor C/O Clarus Knight, Bonhill Street, London, England, EC2A 4BX, UK) look after your details carefully. Kukua is a trading brand of We Are Kukua Limited. Kukua adhere strictly to the requirements of GDPR.

Your privacy on We Are Kukua Limited sites Disclaimer

Kukua want you to feel secure when visiting its site(s) and are committed to maintaining your privacy when doing so.

This policy describes how Kukua collect, use and look after the information you provide it with when you use its online services and when Kukua provide you with its products and services.

Please take a moment to read Kukua’s Privacy Policy so you know what choices you have about the information Kukua may ask you for. This policy may change occasionally so it’s a good idea to come back and read through it again, from time to time.

Information Kukua collect

Kukua may collect information about you, including your name, address, email and business details. Kukua may create a personal profile for you and track and link information that you tell it or that Kukua discover from other sources.

Using your information

Collecting this information helps Kukua better understand what you need from Kukua. Kukua use it to offer you services from which Kukua think you may benefit. Kukua may also use the information to assist it to review, develop and improve its products and services, to carry out occasional market research and to let you have details of products, services, special offers and rewards that Kukua think will be of interest to you. If you don’t want to receive this information, please let Kukua know by contacting it on curious@wearekukua.com.

Disclosing your information

Kukua will not sell personal data to third parties.

Kukua may use aggregate information and statistics for the purposes of monitoring website usage in order to help it develop the website and its service and may provide such aggregate information to third parties, for example content partners and advertisers. These statistics will not include information that can be used to identify any individual. Kukua will not pass on your personal information to third parties except in accordance with this policy, as required to provide products and services to you, which you agree to or where Kukua are required to do so by law.

Protecting your information

Although Kukua make every effort to create a secure environment for your personal information, Kukua cannot guarantee the safety of any personal information.

Your rights

You are entitled to know whether Kukua hold personal data about you and, if Kukua do, to have access to that personal data and require it to be corrected or updated if it is inaccurate. You can exercise your right to prevent marketing communications being sent to you by sending an email to curious@wearekukua.com or by using the specified links to unsubscribe from Kukua email marketing communications. You can also exercise the right to discontinue marketing communications to you at any time by contacting Kukua by email or phone at curious@wearekukua.com.

Cookies.

What are cookies?

Cookies are small pieces of information stored by your internet browser on to your computer's hard drive. Kukua may use cookies to make links between you or your browser or device and information provided to its website – this usage may assist in providing personalised content.

What if I don't want cookies?

Most browsers allow you to disable and enable cookies manually. You may use Kukua's website even if you disable cookies. For further information about managing and disabling cookies, you can refer to your browser's help section or user guide. Alternatively, the Interactive Advertising Bureau has produced a series of web pages (see www.allaboutcookies.org), which explain to users how cookies work and how they can be managed.

Links from this site to other sites

Please be aware that Kukua's site may provide access to other web sites by linking to them. Kukua are not responsible for the policies (including General Data Protection Regulation "GDPR", Privacy Protection and Cookies), content or security of these linked web sites.

Contact us

If you have any comments or queries concerning the website and/or about Kukua's use of your personal information, please contact Kukua at curious@wearekukua.com.