

# Website Terms of Use

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**PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS SITE**

## **Who we are and how to contact us**

www.findlaypark.com is a site operated by Findlay Park Partners LLP (“We”). We are authorised and regulated by the Financial Conduct Authority (“FCA”). We are a limited liability partnership registered in England and Wales (Reg. No. OC303640) and have our registered office at 4th Floor Almack House, 28 King Street, London, SW1Y 6QW. This is also our main trading address. As an entity which is regulated by the FCA, we are subject to regulatory requirements which can be found at [www.fca.org.uk](http://www.fca.org.uk)

To contact us, please either email our Investor Relations team ([info@findlaypark.com](mailto:info@findlaypark.com)) or call them on +44 20 7968 4900.

## **By using our site you accept these terms**

By using our site, you confirm that you accept these terms of use and that you agree to comply with them. 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.

## **There are other terms that may apply to you**

These terms of use refer to the following additional terms, which also apply to your use of our site:

- Our [Privacy Policy](#), which sets out the terms on which we process any personal data we collect from you, or that you provide to us. By using our site, you consent to such processing and you warrant that all data provided by you is accurate.
- Our [Cookie Policy](#), which sets out information about the cookies on our site.

**The website content is for information only and expresses no views as to the suitability of investments to the individual circumstances of the recipient.** No information, comment or stated opinion within this website constitutes an offer to sell investments in any jurisdiction and may not be used to make such an offer. Therefore, no person in any jurisdiction may treat the website content as constituting an offer or invitation to buy investments. If, however, an offer to sell investments is made in the future it will be subject to information circulated by us at the time set out in the formal prospectus or equivalent document and not on the basis of the information contained in this website. It is the responsibility of every visitor to this website to satisfy themselves as to the full observance of the laws of any relevant country, including obtaining any government or other consent which may be required or observing any other formality which needs to be observed in that country.

The [Prospectus](#) of Findlay Park Funds ICAV (the “Fund”) prohibits the selling of any shares in the Fund to US Persons (as defined in the [Prospectus](#)).

Pursuant to Swiss law and regulations only, this website is an advertising document. The state of the origin of the fund is Ireland. In Switzerland, the representative is ACOLIN Fund Services AG, Leutschenbachstrasse 50, CH-8050 Zurich, whilst the paying agent is Helvetische Bank AG, Seefeldstrasse 215, CH-8008 Zürich. The prospectus, the key information documents or the key investor information documents, the instrument of incorporation as well as the annual and semi-annual reports may be obtained free of charge from the representative. Past

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performance is no indication of current or future performance. The performance data do not take account of the commissions and costs incurred on the issue and redemption of units.

The investments and investment services to which this website relates are only intended for investors (i.e. retail, professional clients, and eligible counterparties) with basic knowledge of capital markets who are seeking capital appreciation over the long term (i.e., at least five (5) years). The Fund may not be suitable for investors outside this target market or for investors who are not prepared to accept a level of volatility in the value of their investments, including bearing the loss of the full capital invested.

The value of investments may go down as well as up and are likely to be affected by fluctuations in exchange rates, therefore returns are not guaranteed. As result of this and with the effect of transaction charges, investors may not get back the amount they invested.

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

We may amend these terms from time to time. Every time you wish to use our site, please check these terms to ensure you understand the terms that apply at that time.

## **We may make changes to our site**

We may update and change our site from time to time to reflect changes to our products, our users' needs and our business priorities or our regulatory obligations. We will try to give you reasonable notice of any major changes.

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

Our site is made available free of charge. 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.

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.

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

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.

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.

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

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## How you may use material on our site

Unless indicated otherwise, we are the owner 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.

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.

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 content on our site must always be acknowledged.

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.

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. These rights are in addition to any other rights we may have relating to such breach.

## Prohibited uses

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

- In any way that breaches any applicable local, national, or international law or regulation.
- In any way that is unlawful or fraudulent or has any unlawful or fraudulent purpose or effect.
- To send, knowingly receive, upload, download, use or re-use any material which does not comply with our content standards.
- To transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam).
- 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.

## You also agree:

- Not to reproduce, duplicate, copy or re-sell any part of our site in contravention of the provisions of these terms.
- Not to access without authority, interfere with, damage or disrupt:
  - any part of our site;

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- any equipment or network on which our site is stored;
  - any software used in the provision of our site; or
  - any equipment or network or software owned or used by any third party.
- Not to conduct, facilitate, authorise or permit any text or data mining or web scraping in relation to our site or any services provided via, or in relation to, our site. This includes using (or permitting, authorising or attempting the use of):
    - any "robot", "bot", "spider", "scraper" or other automated device, program, tool, algorithm, code, process or methodology to access, obtain, copy, monitor or republish any portion of the site or any data, content, information or services accessed via the same.
    - Any automated analytical technique aimed at analysing text and data in digital form to generate information which includes but is not limited to patterns, trends and correlations.

The provisions in this clause should be treated as an express reservation of our rights in this regard, including for the purposes of Article 4(3) of Digital Copyright Directive ((EU) 2019/790).

This clause shall not apply insofar as (but only to the extent that) we are unable to exclude or limit text or data mining or web scraping activity by contract under the laws which are applicable to us.

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

The content on our site is provided for general information only. It is not intended to amount to advice on which you should rely.

Although we make reasonable efforts to update the information on our site, we make no representations, warranties or guarantees, whether express or implied, that the content on our site is accurate, complete or up to date.

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

Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them.

We have no control over the contents of those sites or resources.

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

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.

If you wish to complain about information and materials uploaded by other users please contact us on [info@findlaypark.com](mailto:info@findlaypark.com).

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## Our responsibility for loss or damage suffered by you

- 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.
- We exclude all implied conditions, warranties, representations or other terms that may apply to our site or any content on it.
- 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:
  - use of, or inability to use, our site; or
  - use of or reliance on any content displayed on our site.
- In particular, we will not be liable for:
  - loss of profits, sales, business, or revenue;
  - business interruption;
  - loss of anticipated savings;
  - loss of business opportunity, goodwill or reputation; or
  - any indirect or consequential loss or damage.

## Indemnity

As a condition of using our website, you agree to indemnify us from and against all costs, charges, liabilities and expenses incurred by us pursuant to or in connection with your use of our website, your misrepresenting your investor type or from your act or omission to act which is a breach of these terms of use.

## We are not responsible for viruses and you must not introduce them

We do not guarantee that our site will be secure or free from bugs or viruses.

You are responsible for configuring your information technology, computer programmes and platform to access our site. You should use your own virus protection software.

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.

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## Rules about linking to our site

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.

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

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.

We reserve the right to withdraw linking permission without notice.

If you wish to link to or make any use of content on our site other than that set out above, please contact [info@findlaypark.com](mailto:info@findlaypark.com).

## Which country's laws apply to any disputes?

These terms of use, their subject matter and their formation (and any non-contractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.