



mynestegg

MY NEST EGG LTD WEBSITE TERMS OF USE

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My Nest Egg Limited is authorised and regulated by the Financial Conduct Authority, no.1004744. My Nest Egg Limited is registered in England and Wales, no. 14593331 and has its registered office at: X+why, East Embankment Tower, 100 Cathedral Approach, Manchester, M3 7FB.

mynestegg Terms of Use

Introduction

These terms and conditions of use (**Terms of Use**) explain how you may use our website, the Mobile App (as defined below), the Web Platform (as defined below), any of their content and any Account (as defined below).

In these Terms of Use:

- **Account** means a mynestegg customer account, as further described in our Customer Terms and Conditions
- **Customer Terms and Conditions** means our customer terms and conditions, as set out at www.mynestegg.com/terms.
- **Mobile App** means the mynestegg mobile software application which we may provide from time to time for accessing and managing an Account and receiving our services
- **mynestegg Investment Product** means any investment product opened under an Account
- **Site** means our website, the Mobile App, the Web Platform, and any of their content, associated functionality and/or underlying technology
- **Web Platform** means the mynestegg online web platform which we may provide from time to time for accessing and managing an Account and receiving our Services
- **we, us or our** means My Nest Egg Limited a company registered in England with company number 14593331. Our registered office is at X+why, East Embankment Tower, 100 Cathedral Approach, Manchester, M3 7FB
- **you or your** means the person accessing or using the Site or its content and/or any Account

1 About these Terms

1.1 These Terms of Use apply between us and you and explain how you may use the Site.

1.2 You should read these Terms of Use carefully before using the Site. By using the Site or otherwise indicating your consent, you agree to be bound by these Terms of Use. If you do not agree with any of these Terms of Use, you should stop using the Site immediately.

1.3 If you apply to register an Account and/or procure services from us, our Customer Terms and Conditions will apply. Where this is the case, you

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should read these Terms of Use in conjunction with our Customer Terms and Conditions.

1.4 If you have any questions about these Terms of Use or the Site, please contact our Client Care Team, who may be contacted via the following channels:

1.4.1 live webchat on the Site; or

1.4.2 email via help@mynestegg.com.

2 **About us**

2.1 We are My Nest Egg Limited, a company registered in England with company number 14593331. Our registered office is at X+why, East Embankment Tower, 100 Cathedral Approach, Manchester, M3 7FB.

2.2 We are authorised and regulated by the Financial Conduct Authority. Our Financial Services Register number is 1004744 You may check and verify these details by visiting the Financial Conduct Authority's website at www.fca.org.uk.

3 **Using the Site and your Account**

3.1 The Site is for your personal and non-commercial use only. The Site may be used for accessing information about us and our services. An Account may be used in connection with your receipt of our services and managing your mynestegg investment products in accordance with our Customer Terms and Conditions (please refer to our Customer Terms and Conditions for further information). Use of the Site in any other way, including any unacceptable use as set out in these Terms of Use, is not permitted.

3.2 You agree that you are solely responsible for all costs and expenses you may incur in relation to your use of the Site.

3.3 We make no promise that the Site is appropriate or available for use in locations outside of the UK. If you choose to access the Site from locations outside the UK, you acknowledge you do so at your own initiative and are responsible for compliance with local laws where they apply.

3.4 As a condition of your use of the Site, you agree not to:

3.4.1 misuse or attack the Site by knowingly introducing viruses, trojans, worms, logic bombs or any other material which is malicious or technologically harmful (such as by way of a denial-of-service attack);

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3.4.2 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;

3.4.3 use the Site:

- (a) for any purpose that is unlawful under any applicable law or prohibited by these Terms of Use;
- (b) to commit any act of fraud;
- (c) to introduce or distribute viruses or malware or other similar harmful software code;
- (d) for purposes of promoting unsolicited advertising or sending spam;
- (e) to simulate communications from us or another service or entity in order to collect identity information, authentication credentials, or other information ('phishing');
- (f) in any manner that:
 - (i) disrupts or is likely to disrupt the operation of the Site and/or any Account or business or the website or business of any other entity;
 - (ii) collects or harvests any information or data or attempts to decipher any transmissions to or from the servers running the Site and/or from any Account;
 - (iii) is malicious, deceptive, offensive, obscene, sexually explicit, or discriminatory;
 - (iv) is likely to cause offence, embarrassment or annoyance to others;
 - (v) harms or may harm minors;
 - (vi) involves unreasonable, dishonest and/or offensive behaviour towards our staff, and anyone acting on our behalf (including any third parties or our suppliers);
 - (vii) promotes any unlawful activity; or
 - (viii) represents or suggests that we endorse any other business, product or service;
- (g) to gain unauthorised access to or to gain the use of computers, data, systems, accounts or networks; or
- (h) to attempt to circumvent password and/or other user authentication methods.

3.5 We may prevent or suspend your access to the Site (in whole or in part) if you do not comply with these Terms of Use or any applicable law.

- 3.6 You may create a link to the Site (in whole or in part) from another website without our prior written consent provided no such link:
- 3.6.1 creates a frame or any other browser or border environment around the content of the Site (or the relevant part of it);
 - 3.6.2 implies that we endorse your products or services or any of the products or services of, or available through, the website on which you place the link;
 - 3.6.3 displays any of the trade marks or logos used on the Site without our permission or that of the owner of such trade marks or logos; or
 - 3.6.4 is placed on a website that itself breaches these Terms of Use.
- 3.7 We reserve the right to require you to immediately remove any link to the Site at any time, and you shall immediately comply with any request by us to remove any such link.
- 3.8 You may not create any other links to the Site (or any part of the Site) without our prior written consent.

4 Opening an Account - Registration and password security

- 4.1 You will have an account with mynestegg at the point you provide us with your email address when beginning one of the onboarding journeys.
- 4.2 We are not obliged to permit anyone to register to use the Site and we may refuse, terminate or suspend registration to anyone at any time.
- 4.3 You are responsible for making sure that your password and any Account details are kept secure and confidential.
- 4.4 If we have reason to believe there is likely to be a breach of security or misuse of the Site or your Account through your customer registration, your Account, or the use of your password, we may notify you and require you to change your password, or we may suspend or terminate access to the Site (in whole or in part).
- 4.5 By providing My Nest Egg Ltd with your email address, you agree to My Nest Egg Ltd contacting you to provide updates, reminders and generic correspondence specifically in relation to your progress through the My Nest Egg Ltd services.

5 Your privacy and personal information

Your privacy and the security of your personal information is important to us. Any personal information that you provide to us will be collected and processed in line with our Privacy Policy available at www.mynestegg.com/privacy-policy. Our Privacy Policy explains what personal information we collect from you, how and why we collect, store, use and share such information, your rights in

relation to your personal information and how to contact us and supervisory authorities if you have a query or complaint about the use of your personal information.

6 Ownership, use and intellectual property rights

6.1 The intellectual property rights in the Site and in any text, images, video, audio or other multimedia content, software or other information or material submitted to or accessible from the Site (**Content**) are owned by us and our licensors.

6.2 We and our licensors reserve all our intellectual property rights (including, but not limited to, all copyright, trade marks, domain names, design rights, database rights, patents and all other intellectual property rights of any kind) whether registered or unregistered anywhere in the world. This means, for example, that we remain owners of them and are free to use them as we see fit.

6.3 Nothing in these Terms of Use grants you any legal rights in the Site or the Content other than as necessary for you to access them. You agree not to adjust, try to circumvent or delete any notices contained on the Site or the Content (including any intellectual property notices) and in particular, in any digital rights or other security technology embedded or contained within the Site or the Content.

6.4 Use by you of any trade marks on the Site or in the Content is strictly prohibited unless you have our prior written permission and you may not use our trade marks, logos or trade names except in accordance with these Terms of Use.

7 Mobile App

7.1 The Mobile App may be made available for you to download in order to receive our services. You will be granted a limited, non-exclusive licence to use the Mobile App, subject to you agreeing to the terms and conditions of our end user licence agreement (**EULA**).

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- 7.2 You will be made aware of our EULA before you use the Mobile App. If you do not accept our EULA, you will not be able to use the Mobile App.
- 7.3 You should read the EULA carefully alongside these Terms of Use.
- 7.4 Using the Mobile App in an unlawful way (such as reproducing or redistributing it in a way that breaches these Terms of Use and any other terms and conditions that apply to it) is expressly prohibited and may result in civil and criminal penalties.

8 Submitting information to the Site

- 8.1 While we try to make sure that the Site is secure, we do not actively monitor or check whether information supplied to us through the Site is confidential, commercially sensitive or valuable.
- 8.2 Other than any personal information which will be dealt with in accordance with our Privacy Policy, we do not guarantee that information supplied to us through the Site will be kept confidential and we may use it on an unrestricted and free-of-charge basis as we reasonably see fit.

9 Accuracy of information and availability of the Site

- 9.1 We try to make sure that the Site is accurate, up-to-date and free from bugs, but we cannot promise that it will be. Whilst we make every effort to ensure the accuracy and completeness of the information on this website, nothing herein shall constitute financial advice, and it is only provided for general purposes only. We give no guarantee or warranty, either express or implied, for the content on the website, or that the content will be up to date and deemed suitable for persons individual circumstances. Any reliance that you may place on the information on the Site is at your own risk.
- 9.2 Any Content (as defined in clause 6.1 above) is provided for your general information purposes only and to inform you about us and our services, but, other than Content specifically produced for you under your Account, has not been tailored to your specific requirements or circumstances. It does not constitute technical, financial or legal advice or any other type of advice and should not be relied on for any purposes. You should always use your own independent judgement when using the Site, your Account and/or the Content.
- 9.3 In particular, we do not provide you with any financial or investment advice including any advice on the suitability of any mynestegg investment products for you. It is your responsibility to ensure that you understand the nature of the mynestegg investment products and our services, and any

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associated financial risks. If you are applying for, or have, an Account, please refer to our Customer Terms and Conditions for further information.

- 9.4 While we try to make sure that the Site is available for your use, we do not promise that the Site will be available at all times or that your use of the Site will be uninterrupted. We may suspend or terminate access or operation of the Site at any time as we see fit.

10 **Hyperlinks and third party sites**

The Site may contain hyperlinks or references to third party advertising and websites other than the Site. Any such hyperlinks or references are provided for your convenience only. We have no control over third party advertising or websites and accept no legal responsibility for any content, material or information contained in them. The display of any hyperlink and reference to any third party advertising or website does not mean that we endorse that third party's website, products or services. Your use of a third party site may be governed by the terms and conditions of that third party site and is at your own risk.

11 **Breach**

We shall apply these Terms of Use in our absolute discretion. In the event of your breach of these Terms of Use we may terminate or suspend your use of the Site and take any action we consider necessary or otherwise required to remedy the breach.

12 **Our responsibility to you**

- 12.1 If we breach these Terms of Use or are negligent, we are liable to you for foreseeable loss or damage that you suffer as a result. By 'foreseeable' we mean that, at the time these Terms of Use were formed, it was either clear that such loss or damage would occur or you and we both knew that it might reasonably occur, as a result of something we did (or failed to do).
- 12.2 We are not liable to you for any loss or damage that was not foreseeable, any loss or damage not caused by our breach or negligence, or any business loss or damage or otherwise loss to non-consumers.
- 12.3 We are also not liable to you for any loss or breach of these Terms of Use caused by an event or circumstances beyond our control, or for any loss which would have been avoidable had you taken reasonable action.
- 12.4 Nothing in these Terms of Use excludes or limits our liability for any death or personal injury caused by our negligence, liability for fraud or fraudulent

misrepresentation, or any other liability that the law does not allow us to exclude or limit.

13 Disputes

13.1 We will try to resolve any disputes with you quickly and efficiently. If you are unhappy with any matter, please contact our Client Care Team as soon as possible using the contact details set out in clause 1.4 of these Terms of Use.

13.2 Our **Complaint Handling Policy** can be accessed at www.mynestegg.com/complaints. If you are not satisfied with our response to your complaint, you may have the right to refer your complaint to the Financial Ombudsman Service (FOS), by writing to:

The Financial Ombudsman Service, Exchange Tower, London, E14 9SR

Telephone:

0800 023 4567 – free for people phoning from a 'fixed line' (such as a landline at home)

0300 123 9123 – free for mobile- phone users who pay a monthly charge

Email: complaint.info@financial-ombudsman.org.uk.

A FOS brochure is available on request from us or by visiting www.financial-ombudsman.org.uk.

14 General

14.1 All calls, emails, use of the Site or any other form of communication with you may be recorded. Such recordings will be owned by us and may be used for the purposes of training, as evidence in the case of a dispute, or as otherwise may be required by the Financial Conduct Authority. All such recordings will be held in accordance with Financial Conduct Authority requirements and regulations in effect from time to time.

14.2 We may appoint any third party in connection with the Site. Where your personal data is shared with any such third-party, this shall be in accordance with our Privacy Policy available at www.mynestegg.com/privacy-policy.

14.3 If any provision or part-provision of these Terms of Use is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of these Terms of Use.

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- 14.4 No one other than us or you has any right to enforce any of these Terms of Use. These Terms of Use do not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of these Terms of Use.
- 14.5 Even if we delay in enforcing these Terms of Use, we can still enforce them later.
- 14.6 No changes to these Terms of Use are valid or have any effect unless agreed by us in writing or made in accordance with clause 14.7.
- 14.7 We reserve the right to vary these Terms of Use from time to time. Our updated Terms of Use will be displayed on the Site and by continuing to use and access the Site following such changes, you agree to be bound by any variation made by us. It is your responsibility to check these Terms of Use from time to time to verify such variations.
- 14.8 The laws of England and Wales apply to these Terms of Use, although if you are resident elsewhere you will retain the benefit of any mandatory protections given to you by the laws of that country.
- 14.9 Any disputes will be subject to the non-exclusive jurisdiction of the courts of England and Wales. This means that you can choose whether to bring a claim in the courts of England and Wales or in the courts of another part of the UK in which you live.