

NC Apex Solutions Ltd

Website and Services Terms

Master Terms · Acceptable Use · IP Notice · Cookie Policy · Disclaimer

Company Number: 16585690

Registered Office: Seymour House, 94–96 Seymour Place, London, W1H 1NB

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Drafted and finalised by Lawdit Solicitors Stay Legal service — info@staylegal.co.uk

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PART A — MASTER TERMS OF USE

These Terms of Use (the "**Terms**") apply to all software, websites, mobile apps, APIs, and related services provided by NC Apex Solutions Ltd ("**NC Apex**", "**we**", "**us**", "**our**"). By accessing or using any Service, you agree to these Terms. If you do not agree, you must not use the Services.

1. Definitions

"Agreement" means these Terms together with any Order Form, Product Schedule, and policies referenced herein (including the Privacy Policy).

"Customer" means the person or organisation accepting these Terms to use the Services.

"Account User" means an individual permitted to access a Service under the Customer's account, as described in the relevant Product Schedule.

"Customer Data" means data, files, and content submitted to or generated within a Service by or on behalf of the Customer.

"Personal Data" means personal data as defined in the UK GDPR.

"Data Controller" and **"Data Processor"** have the meanings given in the UK GDPR.

"Order Form" means an ordering document or in-app order flow specifying the Subscription, term, usage limits, and fees (if any).

"Subscription" means paid access to a Service for a defined period.

"Product Schedule" means the service-specific terms and privacy-related processing details for a particular NC Apex product, which supplement these Master Terms and the NC Apex Privacy Policy. Product Schedules are set out in Schedules 1–4 of this document.

"Service" or **"Services"** means any software, website, mobile application, API, feature, tool, module, content, or related functionality provided by NC Apex Solutions Ltd, as well as any associated hosting, backend processing, support, or integration components.

"Confidential Information" means any non-public business, technical, or commercial information disclosed by one party to the other, whether in writing, electronically, or orally, that a reasonable person would understand to be confidential, including Customer Data and trade secrets.

2. Formation and Document Hierarchy

2.1 An Agreement is formed when the Customer accepts these Terms, executes an Order Form, or uses a Service. If there is a conflict, the following order of precedence applies:

- (a) Order Form;
- (b) Product Schedule;
- (c) these Terms;
- (d) referenced policies.

2.2 Each Product Schedule supplements these Master Terms with service-specific responsibilities, restrictions, and data-processing details. Nothing in a Product Schedule replaces or overrides these Master Terms unless explicitly stated. Where a Product Schedule includes privacy-related information, such content supplements the NC Apex Privacy Policy.

3. Access and Use

3.1 Subject to payment of applicable fees and compliance with this Agreement, we grant the Customer a non-exclusive, non-transferable licence to permit Account Users to access and use the Services for the Customer's internal business purposes during the Subscription term.

3.2 The Customer must:

- (a) ensure Account Users comply with this Agreement;
- (b) maintain the confidentiality of login credentials;
- (c) ensure that Customer Data is accurate, lawful, and does not infringe the rights of others; and
- (d) use the Services in accordance with applicable law.

3.3 The Customer must not:

- (a) resell, rent, or sub-licence the Services (except as expressly permitted in a Product Schedule);
- (b) copy, modify, reverse engineer, or attempt to derive source code;

- (c) use the Services to build a competing product;
- (d) interfere with or disrupt the Services; or
- (e) attempt to bypass security controls, rate limits, or usage caps.

3.4 Account Users. Each Service implements account users differently. Please see the relevant Product Schedule.

4. Service Changes and Availability

4.1 We may improve, update, or modify the Services from time to time. We aim to provide commercially reasonable availability, but do not guarantee uninterrupted or error-free operation. Planned maintenance and emergency work may occur. If a change materially reduces core functionality for a paid Subscription, we will provide notice and work with the Customer in good faith to mitigate impact.

5. Onboarding and Support

5.1 Standard support is provided by email during business hours unless a Product Schedule or Order Form states otherwise. Onboarding, training, or bespoke configuration may be offered separately and may be chargeable.

6. Fees and Payment

6.1 Pricing and VAT. Fees for each Service are shown either in the Order Form or at the in-app checkout.

- (a) Business customer prices are shown exclusive of VAT, and VAT will be added at the applicable rate.
- (b) Consumer customer prices are shown inclusive of VAT, and the amount displayed at checkout is the total price payable.

6.2 Billing and Refunds. Unless stated otherwise, fees are payable in advance at the start of each billing period. We may suspend access to a Service if payment is late or fails. Except where required by law (for example, where consumer cancellation rights apply), fees are non-refundable.

6.3 Renewals. Subscriptions renew automatically for the renewal period stated in the Order Form or at checkout, unless cancelled in accordance with the applicable cancellation method. Renewals will be billed at then-current pricing, which may include an annual inflationary increase of up to 4%, unless otherwise agreed. We will provide prior notice of any change to renewal pricing.

6.4 One-Off Purchases. One-off purchases are billed at the time of order via Stripe.

6.5 Payment Providers. We use secure third-party payment processors:

- (a) GoCardless for recurring subscription payments;
- (b) Stripe for one-off card payments.

Payment card and bank details are handled by these processors and are not stored in our Services.

6.6 Late Payment. Without prejudice to any other rights, we reserve the right to charge interest on overdue amounts at the statutory rate prescribed under the Late Payment of Commercial Debts (Interest) Act 1998.

7. Usage Limits and Fair Use

7.1 Usage limits (such as storage, API calls, report generation, or concurrency) may apply and are set out in the Product Schedules or Order Form. You agree not to bypass, manipulate, or reset usage controls. We may monitor usage patterns solely to protect service integrity and prevent abuse. We may throttle, suspend, or terminate access for sustained abuse or security risk.

8. Customer Responsibilities and Content

8.1 You are solely responsible for:

- (a) the completeness and accuracy of Customer Data;
- (b) ensuring that uploads (including images and videos) are lawful and do not include personal or special category data unless you have a lawful basis;
- (c) validating outputs, suggestions, forecasts, and reports before relying on them; and
- (d) meeting your legal and regulatory obligations.

8.2 We do not provide legal, compliance, engineering, or financial advice.

8.3 No Reliance on Outputs. The Customer acknowledges that the Services may generate suggestions, forecasts, checklists, reports, or other outputs. These outputs are illustrative only and are not a substitute for professional judgement, inspection, verification, or compliance processes. The Customer agrees that they are solely responsible for verifying the accuracy, completeness, and suitability of any output before taking or omitting any action. Where AI features are available, any use of Customer Data for model-training or human review is governed exclusively by the applicable Product Schedule.

8.4 Customer Decisions at Their Own Risk. All decisions made by the Customer or Account Users based on or relating to the use of the Services are taken entirely at the Customer's own risk. NC Apex shall have no liability for any action, inaction, decision, or outcome arising from reliance on any data, report, suggestion, output, forecast, or analysis provided by the Services.

9. Data Protection

9.1 Each party will comply with UK GDPR and applicable data-protection laws. Roles may differ by Service. Our Privacy Policy describes how we process personal data and lists our subprocessors. Where NC Apex acts as Processor, we will: process personal data only on the Customer's documented instructions; implement appropriate technical and organisational measures; ensure confidentiality; assist with data subject requests (where reasonable); notify without undue delay of personal data breaches; and delete or return personal data on termination unless retention is required by law.

9.2 Data protection, privacy practices, and data-processing obligations for all NC Apex products and services are described in the NC Apex Privacy Policy. Each Product Schedule supplements the Privacy Policy by setting out product-specific data types, roles, hosting locations, processing activities, AI-related processing, and retention rules. Nothing in any Product Schedule replaces the Privacy Policy unless explicitly stated.

10. Security

10.1 We implement appropriate technical and organisational measures designed to protect the Services and Customer Data. The Customer is responsible for securing its own systems and endpoints, configuring access controls (including multi-factor authentication where available), and safeguarding credentials. You must not introduce malware, probe or scan networks, or attempt unauthorised access.

11. Confidentiality

11.1 Each party will keep the other party's Confidential Information confidential and not disclose it to third parties except to personnel and subprocessors with a need to know who are bound by confidentiality obligations, or where disclosure is required by law. Confidentiality obligations survive termination.

12. Intellectual Property

12.1 We and our licensors own all intellectual property rights in the Services. No rights are granted except as expressly set out in this Agreement. The Customer retains ownership of Customer Data. The Customer grants us a limited licence to host, copy, process, transmit, and display Customer Data as necessary to provide and improve the Services, and to comply with law.

13. Warranties

13.1 Each party warrants that it has the authority to enter into this Agreement. Except as expressly stated, the Services are provided on an "as is" and "as available" basis, and all implied warranties (including merchantability, fitness for a particular purpose, and non-infringement) are excluded to the maximum extent permitted by law.

13.2 No Professional Advice. The Services do not provide legal, financial, tax, engineering, surveying, or compliance advice. Any outputs are for general informational purposes only. The Customer must obtain independent professional advice where required.

14. Indemnities

14.1 Customer Indemnity. The Customer will defend and indemnify NC Apex against third-party claims and liabilities arising from the Customer's unlawful use of the Services, breach of this Agreement, or infringement caused by Customer Data or configurations, provided we give prompt notice, reasonable cooperation, and sole control of the defence to the Customer.

14.2 IP Indemnity (NC Apex). If a Service is alleged to infringe third-party intellectual property, we may (at our option and expense) modify the Service, replace it with a non-infringing equivalent, or terminate the

affected Subscription and refund prepaid fees for the remaining term. This section does not apply to claims arising from Customer Data, unauthorised modifications, or use not in accordance with this Agreement.

15. Limitation of Liability

15.1 Nothing in this Agreement limits liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, or any liability that cannot be limited by law.

15.2 Subject to clause 15.1, NC Apex is not liable for:

- (a) indirect, incidental, special, exemplary, or consequential damages;
- (b) loss of profits, revenue, business, goodwill, or anticipated savings;
- (c) loss or corruption of data;
- (d) any omissions, missing items, incomplete outputs, or inaccuracies within the Services;
- (e) any reliance placed on forecasts, suggestions, automated analysis, generated content, models, reports, or AI-assisted outputs, whether or not independently validated;
- (f) any failure by the Customer to identify or address risks, hazards, defects, or compliance obligations;
- (g) any fines, penalties, regulatory action, or delays arising from reliance on the Services; or
- (h) downtime, unavailability, outages, or errors caused by third-party services, infrastructure providers, APIs, data feeds, or hosting providers.

15.3 Subject to clause 15.1:

- (a) for paid Services, our total aggregate liability in any twelve (12)-month period is limited to the fees paid or payable by the Customer for the affected Service in the twelve (12) months preceding the event giving rise to the liability;
- (b) for free services, including any free tier, trial, beta feature, or preview functionality, our total aggregate liability is £0.

16. Suspension and Termination

16.1 We may suspend or terminate access immediately if:

- (a) fees remain unpaid after reminder;
- (b) you materially breach this Agreement and fail to remedy within ten (10) days of notice;
- (c) your use poses a security or operational risk; or
- (d) required by law.

16.2 Either party may terminate for insolvency events. On termination, your right to access the Services ends immediately.

17. Data Access After Termination

17.1 During any applicable notice period, you must export any required Customer Data. After access ends, we may provide a grace window at our discretion. We may delete Customer Data after termination unless retention is required by law. We do not guarantee automated export tools for every data type.

18. Anti-Bribery and Corruption

18.1 Each party shall comply with all applicable anti-bribery and anti-corruption laws, including the UK Bribery Act 2010.

18.2 The Customer shall ensure that neither the Customer nor any user of the Services engages in any activity which would constitute an offence under the Bribery Act if performed by NC Apex.

18.3 NC Apex may immediately suspend or terminate access to the Services if it reasonably believes the Customer or a User has breached this clause.

19. Changes to these Terms

19.1 We may update these Terms from time to time. For paid Subscriptions, material changes will take effect on renewal or after at least thirty (30) days' notice. Continued use after the effective date constitutes acceptance of the updated Terms.

20. Notices

20.1 Notices must be in writing and delivered by hand, recorded delivery, first-class post, or email to the registered address or primary contact specified by the receiving party. Notices are deemed received as follows:

- (a) By hand: on the day the notice is delivered, or on the next business day if delivered outside business hours.
- (b) By post (first-class or recorded delivery): on the day the notice is actually received at the recipient's address, or on the next business day if received outside business hours.
- (c) By email: on the day the email is successfully transmitted, provided no bounce-back or non-delivery notification is received, or on the next business day if sent outside business hours.

20.2 For the purposes of this clause, "business day" means Monday to Friday, excluding public holidays in England and Wales.

21. Assignment and Subcontracting

21.1 The Customer may not assign the Agreement without our prior written consent (not to be unreasonably withheld).

21.2 We may assign or subcontract our obligations provided this does not materially reduce the level of service. We remain responsible for subcontractors' performance.

22. Force Majeure

22.1 Neither party is liable for delay or failure to perform due to events beyond reasonable control, including strikes, utility or internet failures, acts of God, war, civil commotion, acts of government, fire, flood, epidemic, or default of suppliers.

22.2 If a Force Majeure Event continues for more than six (6) months, either party may terminate this Agreement on thirty (30) days' written notice.

23. Governing Law and Jurisdiction

23.1 This Agreement and any dispute or claim arising out of or in connection with it are governed by and construed in accordance with the laws of England and Wales. The courts of England and Wales shall have exclusive jurisdiction.

24. Company Details

NC APEX SOLUTIONS LTD

Company number: 16585690

Registered office: Seymour House, 94–96 Seymour Place, London, United Kingdom, W1H 1NB

Contact: info@ncapex.co.uk

PART B — ACCEPTABLE USE POLICY

This Acceptable Use Policy ("AUP") applies to all NC Apex products and Services, and all associated websites, applications, APIs and infrastructure. It forms part of the Agreement between you (the Customer) and NC Apex Solutions Ltd.

B1. Purpose of this Policy

The purpose of this AUP is to ensure that the Services are used safely, lawfully, respectfully, and in a way that protects all users and our systems. This policy may be updated periodically.

B2. General Conduct Requirements

You must use the Services responsibly and must not:

- Use the Services in any unlawful manner or for any unlawful purpose.
- Violate any applicable legislation, regulation, or industry standard (including data-protection, health and safety, financial, or compliance obligations).
- Attempt to damage, disrupt, overload, or interfere with the Services, other users, our systems, networks, APIs, or infrastructure.
- Attempt to access any system, account, or data you are not authorised to access.
- Circumvent or attempt to bypass security controls, login protections, MFA requirements, fair-use controls, or rate-limiting rules.
- Engage in scanning, penetration testing, reverse engineering, or decompiling any part of the Services unless we have expressly authorised this in writing.

B3. Prohibited Content

You must not upload, create, process, enter, or transmit any content that:

- Contains illegal, harmful, libellous, discriminatory, defamatory, obscene, or abusive material.
- Contains malware, viruses, trojans, or harmful code.
- Infringes any third party's intellectual property rights.
- Contains personal data for which you do not have a lawful basis.
- Contains special category data (e.g. health data, biometric data, racial/ethnic origin, sexuality, political opinions) unless explicitly allowed in the specific product and you have a lawful basis.
- Is intended to mislead or deceive (e.g. falsified financials, inaccurate inspection evidence, fabricated compliance data).
- Violates confidentiality or contractual commitments you are bound by.

B4. Uploads and User-Generated Content

Different NC Apex products allow different types of uploads. You must observe the rules applicable under each Product Schedule.

B5. Prohibited Technical Behaviours

You must not:

- Perform load testing, scraping, mining, or automated collection of data.
- Use bots, scripts, automation, or unauthorised API access.
- Send denial-of-service (DoS) attacks or attempt to degrade performance.
- Share login credentials or reuse credentials across organisation boundaries.
- Create multiple accounts to bypass restrictions.
- Access the Services in a manner intended to avoid usage fees.

B6. Fair Use and Rate Limits

To safeguard our systems:

- Our applications implement automated fair-use controls, including rate limits and behavioural monitoring.

- You must not attempt to bypass rate limits using VPNs, proxies, shared accounts, automated tools, IP rotation, or cookie manipulation.
- Excessive or abusive usage may result in throttling, suspension, or termination.

B7. Payment Integrity

Where applicable:

- You must not attempt to use fraudulent payment methods.
- You must not file chargebacks without first contacting us in good faith.
- You must comply with Stripe and GoCardless terms when making payments.

B8. Data Protection and Privacy Obligations

When using the Services:

- You must comply with UK GDPR and any relevant data-protection laws.
- You must only upload personal data where you have a lawful basis to do so.
- The Product Schedule confirms the data controller and processor roles.
- You must honour any data subject rights requests applicable to your organisation.
- You must not attempt to access personal data belonging to other users.

For more details, see the NC Apex Privacy Policy.

B9. AI Feature Restrictions

Some applications use Azure OpenAI models. You must not use AI features to:

- Generate harmful, discriminatory, or abusive content.
- Misrepresent evidence or falsify reports.
- Mislead clients or regulators.
- Circumvent your professional duties or regulatory obligations.

AI assistance is not a substitute for professional judgement. Any additional AI feature restrictions are set out in the applicable Product Schedule.

B10. No Resale or Unauthorised Distribution

You must not:

- Resell, redistribute, sublicense, or white-label any NC Apex Service without written permission.
- Copy or extract substantial parts of our applications, data models, or UI/UX.
- Attempt to create derivative or competing products using the Services.

B11. Consequences of Breach

If you violate this AUP, NC Apex may, at its discretion:

- Issue a warning;
- Suspend your access;
- Remove offending content;
- Terminate your account or subscription;
- Block your IP, device, or organisation;
- Report unlawful activity to authorities; or
- Seek compensation for damages or loss caused by the breach.

Some breaches may also lead to enforcement action by regulators.

B12. Reporting Violations

To report violations of this AUP, contact: info@ncapex.co.uk. We may request further details to investigate.

B13. Changes to this Policy

We may update this AUP periodically to reflect improvements, regulatory requirements, or product changes. Material changes will be communicated via email or within the relevant Service. Continued use after updates indicates acceptance.

PART C — INTELLECTUAL PROPERTY NOTICE

C1. Intellectual Property Rights

C1.1 All intellectual property rights in and to our website, digital platforms, software, source code, documentation, written content, graphics, logos, trade names and other materials made available by NC Apex Solutions Ltd (collectively, the "Materials") throughout the world are owned by NC Apex Solutions Ltd or its licensors and are protected by copyright, trade mark, database rights and other applicable intellectual property laws.

C1.2 Unless expressly stated otherwise in a separate written agreement, nothing in these Terms or the Contract transfers any intellectual property rights to you.

C2. Technology and Software Ownership

C2.1 Where our Services include the development of software, code, systems, tools, methodologies or other technology, all intellectual property rights in such deliverables shall remain vested in us unless expressly agreed otherwise in writing in the relevant Statement of Work or project agreement.

C2.2 Where ownership of deliverables is agreed to transfer to you upon full payment of our fees, such transfer shall take effect only upon receipt of cleared funds in full. Until such time, we grant you a limited, non-exclusive, non-transferable licence to use the relevant deliverables solely for your internal business purposes.

C3. Permitted Use of Site Content

You may:

- Read, view and download the Materials for your own private, non-commercial or internal business use only;
- Print individual pages for internal reference purposes;
- Share links to our website content, provided you do so fairly and legally.

You must not:

- Copy, reproduce, republish, upload, post, transmit or make available any of the Materials without our prior written permission;
- Use any of the Materials for commercial purposes without obtaining a licence from us;
- Modify, adapt, translate, sell, rent, lease, sublicense or create derivative works based on the Materials;
- Use our trade marks, logos or trading names without our prior written consent; or
- Systematically extract or re-utilise parts of our website or its content.

C4. Third-Party Intellectual Property

C4.1 Where third-party materials, software or content are used on our website or within our Services, such third-party rights are acknowledged and remain the property of their respective owners. Any use of third-party IP shall be subject to the relevant third-party terms and licences.

C5. Infringement

C5.1 If you become aware of any unauthorised use of our intellectual property, please notify us immediately at info@ncapex.co.uk. We take the protection of our intellectual property rights seriously and will take appropriate action to enforce them.

C6. Contact

NC Apex Solutions Ltd, Seymour House, 94–96 Seymour Place, London, United Kingdom, W1H 1NB

Email: info@ncapex.co.uk

PART D — COOKIE POLICY

D1. What Are Cookies?

D1.1 A cookie is a small file of letters and numbers which we store on your browser or device if you agree. Cookies contain information transferred to your device and enable us to improve our Services and deliver a better and more personalised experience.

D2. Types of Technologies We Use

We use cookies and similar technologies (including localStorage and sessionStorage) in the following categories:

Strictly Necessary Technologies

We set technologies that are required to provide a service you have requested — for example, authentication, session management, security, rate-limiting, remembering your cookie preferences, or maintaining application performance. These do not require your consent.

Analytics (Google Analytics)

We use Google Analytics for usage and performance insights. Google Analytics is not essential and therefore requires your prior consent under the UK Privacy and Electronic Communications Regulations (PECR). We block all Google Analytics cookies and scripts until you provide consent via our cookie banner or settings. You may withdraw consent at any time.

Targeting and Advertising Cookies (Future Use)

We do not currently set advertising or behavioural tracking cookies. If we introduce advertising technologies in the future, we will request your prior consent before any advertising or measurement cookies are placed. We will use a Google-certified Consent Management Platform (CMP) integrated with the IAB Transparency and Consent Framework to capture and maintain consent preferences. Users can refuse advertising cookies and still access the Service.

Functionality Cookies

These are used to recognise you when you return to our Services and enable us to personalise content and remember your preferences (for example, language or region).

D3. Cookie Expiry

D3.1 Except for essential cookies, all cookies will expire after 30 days.

D4. DUAA 2025 Carve-Outs

D4.1 The Data (Use and Access) Act 2025 introduced new exceptions for certain low-risk statistical or appearance-related technologies. Where we use such low-risk first-party technologies, we may rely on these exceptions and will provide a simple, free-of-charge way to object. Google Analytics is not covered by these exceptions and still requires explicit consent.

D5. Third-Party Cookies

D5.1 Please be aware that third parties (including analytics providers and external services) may also use cookies on our Services, over which we have no direct control. These are likely to be analytical, performance, or targeting cookies.

D6. Managing and Disabling Cookies

D6.1 Our cookie banner and settings describe the technologies we use and allow you to accept, reject, or withdraw consent for non-essential cookies at any time. You can also set your browser to refuse all or some browser cookies.

D6.2 If you disable or refuse cookies, please note that some parts of our Services may become inaccessible or not function properly.

D7. Consent and Withdrawal

D7.1 By continuing to use our Services, you consent to the use of strictly necessary cookies as described above. For non-essential cookies, your prior consent is required. You may withdraw consent at any time by adjusting your browser settings, using our cookie settings, or contacting us at **info@ncapex.co.uk**.

PART E — DISCLAIMER NOTICE

E1. General Disclaimer

E1.1 Although NC Apex Solutions Ltd hopes that this website and its associated digital services will be of interest and benefit to users, the Company accepts no liability and offers no warranties in relation to this website and its content, to the fullest extent such liability can be excluded by law.

E1.2 All use of this Site is subject to English law and jurisdiction and is subject to the Terms and Conditions set out in Part A of this document.

E1.3 The information provided on this website is for general informational and commercial purposes only. While we endeavour to keep information up to date and accurate, we make no representations or warranties of any kind, express or implied, about the completeness, accuracy, reliability, suitability or availability with respect to the website or the information, products, services or related graphics contained on the website for any purpose.

E2. Views and Opinions

E2.1 Any views expressed in messages, articles, blog posts or other content on the Site are not necessarily those of NC Apex Solutions Ltd or anyone connected with it.

E3. Exclusion of Liability

E3.1 To the extent permitted by law, the Company excludes all conditions, warranties, representations or other terms which may apply to our site or any content on it, whether express or implied. The Company will not be liable to any user 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: (a) use of, or inability to use, our site; or (b) use of or reliance on any content displayed on our site.

E3.2 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 and should use your own virus protection software.

E3.3 We do not provide legal, financial, tax, engineering, surveying, or compliance advice. Any outputs or content made available through our Services are for general informational purposes only and must not be relied upon as professional advice. The Customer must obtain independent professional advice where required.

E4. Links to Third-Party Sites

E4.1 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.

