

Disclaimer

Piton Capital LLP is a company registered in England and Wales with company number OC341404. Piton Capital LLP is authorised and regulated by the Financial Conduct Authority (“FCA”) with Firm Reference Number 495728.

Thank you for accessing our Website, which is provided and owned by Piton Capital LLP (The Owner) who provides access to and the use of this Website subject to the following Terms and Conditions (the Terms).

1. Your Acceptance of these Terms:

Your use of our Website constitutes your agreement to all the terms and conditions contained in this document. If you do not agree with the terms of this document either in full or in part, you should cease using this website immediately.

2. Changes to the Terms:

The Owner reserves the right to change, add to or delete items of these Terms at any time and will post these changes on this Website. You are therefore advised to visit the Owners Website on a regular basis to be informed of the present Terms.

3. Copyrights:

All Website design, names, images, text, graphics, logo and the arrangement thereof are owned by or licensed to the Owner or otherwise used by the Owner as permitted by applicable law. Nothing contained herein shall be construed as conferring by implication, or otherwise on you any licence or right to any such matters.

By using the Owners Website, you agree that you will not copy, store in any medium (including in any other website, but except for short term caching of web-pages on your local computer), distribute, transmit, re-transmit, broadcast, modify, or show in public any part of the Owners Website without the prior written permission of the Owner or in accordance with the Copyright, Designs and Patents Act 1988. The material contained in the Owners Website must not be copied, reproduced, republished, downloaded, posted, broadcast or transmitted in any way except for your own personal non-commercial home use. Any other use requires the prior written permission of the Owner. You agree when using the Owners Website not to adapt, alter, copy, reproduce, recompile, decompile, disassemble, reverse engineer or create a derivative work from any of the material contained in the Website or use it for any other purpose, than was intended.

4. Lawful Use:

You may only use this Website for lawful purposes, and in a manner which does not infringe the rights of, or restrict or inhibit the use and enjoyment of this Website by any third party. Such restriction or inhibition includes, without limitation, conduct which is unlawful, or which may harass or cause distress or inconvenience to any person and the transmission of obscene or offensive material within this Website.

5. No Warranty:

The Owner is providing this Website and its contents on an “as is” and an “as available” basis without any representation or endorsement made and without warranty of any kind whether express or implied, including but not limited to the implied warranties of satisfactory quality, fitness for a particular purpose, non-infringement, compatibility, security and accuracy. In no event will the Owner be liable for any damages including, without limitation, indirect or consequential damages, or any damages whatsoever arising from or in connection with the use of our Website or loss of use or data or profits suffered by you, whether in action of contract, negligence or other tortious action, arising out of or in connection with the use of, or inability to use the Website.

Whilst the Owner will try to ensure that the standard of this Website remains high, we do not warrant that the Website will be uninterrupted or error free, that defects will be corrected, or that this Website or the server that makes it available are free of viruses or bugs or represents the full functionality, accuracy, reliability of the information.

6. Local Laws and regulations:

The website is not for use by any person in any jurisdiction where for any reason the publication or availability of the website or its content is prohibited. The Owner does not represent that either the Website or its content are appropriate for use or permitted by local laws in all jurisdictions. Those who access the Website do so on their own initiative and are responsible for compliance with applicable local laws or regulations; competent legal advice should be sought in cases of doubt.

7. Indemnity:

You agree to indemnify, defend and hold harmless each of the Owner, its employees, representatives and agents from and against any claims, actions demands or other proceedings brought against any of the Owner, its employees, representatives or agents, by a third party, to the extent that such claim suit action, or other proceeding brought against the Owner, its employees, representatives and agents is based on or arises in connections with:

- a. Your use of the website
- b. Any breach by you of these terms and conditions
- c. A claim that any use of the Website by you that: (i) infringes any intellectual property rights of any third party; (ii) or infringes any right of personality or publicity; (iii) or is libelous or defamatory, or otherwise results in injury or damage to any third party.
- d. Any deletions, additions, insertions, or alterations to, or any unauthorized use of, the Website by you; or
- e. Any misrepresentation or breach of representation or warranty made by you contained herein.

References in this section of the Terms to your use of the Website shall be deemed to include any use by a third party where such third party accesses the Website using your computer.

You agree to pay the Owner, its employees, representatives and agents any and all costs, damages, and expenses (including reasonable legal fees) awarded against any of them or otherwise incurred by any of them in connection with or arising from any such third party claim, suit, action or proceeding attributable to any such third party claim.

8. Waiver:

No waiver by the owner of any breach of any obligation arising under these terms shall constitute a waiver of any other breach and no failure to exercise or to partially exercise by the Owner of any remedy shall constitute a waiver of the right subsequently to exercise that or any other remedy.

9. No Conflict:

If there is a conflict between these Terms and any other rules and/or specific terms of use appearing on this site relating to specific material then the latter shall prevail.

If any of these Terms and Conditions should be determined to be illegal, invalid or otherwise unenforceable by reason of the laws of any state or country in which these Terms and Conditions are intended to be effective, then to the extent and within the jurisdiction which that Term or Condition is illegal, invalid or unenforceable, it shall be severed and deleted from these Terms and Conditions and the remaining Terms and Conditions shall survive, remain in full force and effect and continue to be binding and enforceable.

10. Governing Law and Jurisdiction:

These Terms and Conditions shall be governed by and construed in accordance with the laws of England and Wales. The courts of England and Wales are to have exclusive jurisdiction to settle any disputes arising out of or in connection with the use of this website.

Privacy Notice

For the purposes of the General Data Protection Regulation ('GDPR'), Piton Capital LLP will be the 'controller' of the personal data you provide. Please read the following information carefully in order to understand the Firm's practices in relation to the treatment of your personal data. Should you have any questions, please email us at privacy@pitoncap.com.

What data privacy principles does the Firm adhere to?

- The Firm will process all personal data in a lawfully, fair and transparent manner;

- The Firm will only collect personal data where it is necessary;
 - For the Firm to provide a service to you;
 - For you to provide a service to the Firm;
 - For the Firm to keep you informed of its products and services; or
 - For the Firm to comply with its legal and regulatory obligations.
- The personal data collected by the Firm will be adequate, relevant and limited to what is necessary in relation to the specific purpose for which your data will be processed;
- The Firm will take all reasonable steps to ensure that personal data is accurate and, where necessary, kept up-to-date;
- The Firm will maintain personal data in a form that permits identification no longer than is necessary for the purposes for which the personal data has been collected for processing, in accordance with the Firm's record retention requirements as mandated by the Financial Conduct Authority;
- The Firm will hold and process personal data in a manner that ensures appropriate security;
- The Firm will only share personal data where it is necessary to provide the agreed service or where it is necessary for the Firm to comply with its legal and regulatory requirements.
- The Firm will only utilise a service provider based outside of the EEA for the processing of personal data where this is strictly necessary to facilitate our services to you. In all cases, we will ensure service providers are fully compliant with GDPR ahead of transferring any personal data.

What personal data does the Firm collect and why?

In the course of providing products/services to you, the Firm may collect information that is considered personal information (e.g. name, contact details, address, passport number, driving licence).

As a client, contact or employee of Piton Capital LLP, we will require some personal information in order to verify your identity and have the applicable relationship with you. Some of this information may be required to satisfy legal obligations (e.g. to comply with obligations arising under the money laundering regulations whereas other information may be required in connection with the provision of services to you). The information collected will vary depending on the service the Firm provides to you or you provide to the Firm, but typically includes:

- Personal information: Such as your name, date of birth, passport number or national insurance number;
- Contact information: Including your address, telephone number and email address.

Where does the Firm store my personal data?

The Firm has comprehensive policies and procedures in place to ensure your personal data is kept safe and secure, with these including:

- Data encryption;
- Firewalls;
- Intrusion detection;
- 24/7 physical protection of the facilities where your data is stored (i.e. Microsoft's UK data centres);
- Background checks for personnel that access physical facilities; and
- Security procedures across all service operations.

How long does the Firm retain personal data?

As a regulated entity, the Firm is required to maintain its books and records for a prescribed period (five years from either the ceasing of a business relationship, or, in the case of non-clients, from the making of a record – or alternatively, for seven years, where specifically requested to do so by the Financial Conduct Authority). As such, information that falls in scope of either of these requirements is retained in line with the mandated timeframe.

Any information that is outside the scope of this requirement will be retained whilst relevant and useful, and destroyed where this ceases to be the case or where the data subject specifically requests this.

How have I been categorised in accordance with GDPR?

The GDPR requires the Firm to inform you of the legal basis on which we maintain your personal data. Typically, the Firm will reach out to you personally to confirm this; however, as a general rule the following is applicable:

- Clients – Information is maintained on the basis of contractual obligation and/or legitimate interests (where relevant);
- Service providers – Information is maintained on the basis of contractual obligation; and
- Database/marketing contacts – Information is maintained on the basis of legitimate interest.

What are my rights?

Once you have provided your details to the Firm, you have certain rights which apply, depending on your relationship with the Firm, the information you have shared with us and the Firm's legal and regulatory obligations.

- You have the right to request a copy of the information that we hold about you. If you would like a copy of some, or all, of your personal information, please email the Firm at EMAIL. The Firm will provide this information to you within one month (with the ability to extend this by an additional two months where necessary), free of charge.
- You have the right to request that the information the Firm holds about you is erased under certain circumstances including where there is no additional legal and/or regulatory requirement for the Firm to retain this information.
- As a client, you have the right to request that any information the Firm holds about you be provided to another company in a commonly used and machine-readable format, otherwise known as 'data portability'.
- You have the right to ensure that your personal information is accurate and up to date, or where necessary rectified. Where you feel that your personal data is incorrect or inaccurate and should therefore be updated, please contact privacy@pitoncap.com.
- You have the right to object to your information being processed, for example for direct marketing purposes.
- You have the right to restrict the processing of your information, for example limiting the material that you receive or where your information is transferred.
- You have the right to object to any decisions based on the automated processing of your personal data, including profiling.
- You have the right to lodge a complaint with the Information Commissioner's Office (<https://ico.org.uk/concerns/> if you are not happy with the way that we manage or process personal data.

Will I be notified of changes to this policy?

The Firm may, from time to time, review and update this policy. The Firm will maintain the latest version of this policy on its website, and where the changes are deemed material, it will make you aware of these.

Who should I direct questions to?

If you have any questions, concerns or complaints about the practices contained within this document or how the Firm has handled your data, please email: privacy@pitoncap.com.

Alternatively, you may write to: Data Protection Officer, Piton Capital LLP, 27-29 Glasshouse Street, London W1B 5DF.