

Terms and Conditions

1. Last update

1.1. These Terms and Conditions were last updated on 29 January 2022.

2. Introduction

2.1. These Terms and Conditions apply to the website <https://www.casswizard.com/> (“**the Site**”) which has been created to provide and promote the CASS Wizard services provided by **Broad Reach Partnership Limited (“BRP”)**. The Site is intended to be beneficial to BRP’s clients and its prospective clients.

2.2. By using or accessing the Site, you accept that you agree to be legally bound by these Terms and Conditions. Please therefore read these Terms and Conditions carefully before using the Site. If you do not accept these Terms and Conditions then you must not use this Site. Using the site implies that you accept these terms.

2.3. References to **you** and **your** refer to both you and any relevant entity or firm you are authorised to represent. References to **BRP**, **we**, **our** or **us** refer only to Broad Reach Partnership Ltd, the legal entity.

3. Access

3.1. BRP provides the information on the Site on the condition that it is accessed via its homepage and central server. Accessing this Site other than through the central server or via ‘Deep Linking’ is forbidden. Linking to this Site must be authorised by BRP and must, in any event, include an acknowledgment that BRP is the source of any content on the Site. Failure to do so will be deemed to be a breach of these terms and of BRP’s copyright in the Site.

3.2. Where BRP provides the facility to register as a user of the Site to access restricted services and content on the site you must complete a registration form on the Site to access that restricted content. You will be given a unique user ID and password which is personal to you. By accepting a user ID, you agree not to permit others to use this ID to access the Site or to make it available to other people. You also agree to keep your ID and password confidential and not to disclose it to others. Where others wish to obtain access to restricted content on the Site, BRP can provide them the necessary user ID and password.

3.3. You may be provided access to restricted services and content on the Site, such as CASS Wizard learning resources or other CASS Wizard services, at

the request of an appropriate authority at the firm or entity where you are employed or whom you represent. In this case user ID and passwords may be established for you using the names and work email addresses that authority has provided to Us. This is so that you can be provided a secure and ready registered access to the site and be enrolled for CASS Wizard learning resources and services. In the event that you do not want to be registered or enrolled in this way you can request deletion from the Site either via the employer that enrolled you or by emailing: admin@casswizard.com.

3.4. BRP reserves the right to refuse access to the Site to any user if it considers that a user's ID is being used inappropriately or is being used other than in accordance with these Terms and Conditions. Access to the Site shall be provided at the sole discretion of BRP and it shall be the sole arbiter of who does and who does not access the Site. BRP will not enter in any negotiation or discussion with any party whom it chooses to exclude from accessing the Site.

4. Content Correctness, Accuracy and Changes to Content

4.1. The information published on the site is provided for your convenience. Although all reasonable care is taken to ensure technical and factual accuracy of the information contained on the Site, some errors may occur. Therefore, BRP does not guarantee the total accuracy or completeness of information on the Site.

4.2. BRP reserves the right to change any of the information on the website from time to time. Such changes may include alterations to any factual, technical or regulatory content, copyright, privacy policy and also these Terms and Conditions. BRP therefore recommends that you review these Terms and Conditions each time you use the Site to ensure that you are aware of any changes to these terms. To assist you, the date of the last update is disclosed at the beginning of these Terms and Conditions and within the footnote of the Site.

5. Professional Advice

5.1. Any of the information or documentation provided to you on this site does not represent advice to you. You accept that it is provided as a form of general guidance. You acknowledge that BRP is not liable to you for any damage or loss sustained as a result of any action or inaction arising from applying or using the information provided on the Site. You are strongly advised to seek professional advice that must, necessarily, take account of your specific circumstances before You act or refrain from acting to any information or guidance contained on the Site.

6. Limitation of Liability

6.1. You agree that BRP has no liability to you arising from you using the Site or in relying upon the information or guidance contained on the Site.

6.2. To the fullest extent permitted by law, BRP does not accept any liability for damages, howsoever caused including, without limitation, any damage which is or represents:

- a loss of or reduction in revenue, profit or goodwill;
- a failure to achieve any gain or benefit;
- an increase in cost or liability incurred;
- any costs or losses relating to regulatory sanctions and fines ;
- the loss of use of any asset;
- the loss of data recorded on any computer or other machine;
- a liability of any user of this website to any third party; and
- any other loss which is direct, indirect or consequential

that arises out of or in connection with the use by you of any information and guidance provided on the Site.

7. Links to Other Sites

7.1. Where the Site provides links to other sites this has been done for your convenience. The provision of such links does not imply that BRP approve or endorse the contents of those other sites or the information that they provide. The Site user accepts that, where such links are provided to other sites, BRP does not control and is not responsible for the content of those other sites. Where you follow such links, we recommend that they read the relevant terms and conditions and privacy statements for the relevant sites and check for latest updates before using them.

8. Availability

8.1. BRP takes reasonable steps to maintain the Site and has in place systems to ensure prompt resolution and restoration of the site in the event of any problem. However, BRP will not be liable to you for any losses caused by failure or stoppage of the Site for any reasons, including, without limitation, hardware or software failure, virus contamination, deliberate damage by hackers, failure of the power supply or telecommunications lines or any other cause including criminal action.

9. Virus and Data Security

9.1. BRP uses reasonable endeavours to prevent contamination by known viruses and to maintain the security of the Site. However, BRP does not warranty or guarantee that the information on the Site is free from viruses in any way. BRP

provides no warranty that the website or its contents or hypertext links are accurate, complete, virus free or uncontaminated. In addition, it is not possible for BRP to guarantee that the Site may not be affected by deliberate damage caused by hackers, other criminal action, the failure of any equipment, computers, loss of power provision or telecommunications lines. BRP , expressly, does not accept liability to you for any such damage that you suffer in this regard. BRP advise you to implement your own virus checks and other appropriate precautions in this respect.

9.2. BRP excludes all liability for contamination or damage caused by any virus or electronic transmission received by you as a result of using the Site. You must implement your own virus checks.

10. E-mails and Internet Communications

10.1. All emails sent by BRP are confidential and may also be legally privileged.

10.2. You accept that internet communications cannot be guaranteed to be timely, secure, error or virus-free. Therefore, BRP does not accept any liability in respect of any errors or omissions, deletions, viruses or failures in the content or security of e-mail messages.

11. Copyright and Reproduction

11.1. All the contents of the Site are copyright © Broad Reach Partnership Ltd 2020 unless otherwise stated. With your agreement, we may create bespoke content for CASS Wizard Learning resources and other services by inserting specific elements of Your own firm's branding and other copyright content. Where this is the case those specific elements of inserted branding and copyright content ('Inserts') will remain Yours. We agree that these Inserts will only be used in relation to resources and services provided to your firm and its agreed designated employees and representatives. However, the content of any resources and services created by us that is not your inserted specific branding or copyright shall remain the copyright of BRP.

11.2. You have a limited permission to copy any part of the website or any document or resources made available to you through the Site, electronically or on hard copy provided that:

- The integrity of the material is maintained, it is not amended or altered in any way and BRP is acknowledged with the source and URL reference to the Site given;
- any hard copies are limited to 3 in number;

- any electronic reproduction is by way of a simple download to a temporary file for your personal use and it is not permanently saved or transferred to another party or made available to any other party that is not an agreed user registered with the Site or enrolled to the relevant CASS Wizard Learning resource or other service;
- If a copy is made for the purpose of transfer to another party (including other people within your organisation), such reproduction is not for commercial purposes and the third party is made aware that the information is copyright of BRP and that these conditions apply to it; and
- Where you wish to copy or reproduce and part of the website or any document available on it to an extent that exceeds the above limited permitted scope you must first obtain permission from BRP. You can do this by sending your request by email to admin@casswizard.com explaining what you want to copy and the purpose of such reproduction.

12. Law and Jurisdiction

- 12.1. This Site is intended to provide support and services in relation to compliance with the FCA's Client Asset Sourcebook (CASS) only as it applies to entities operating from establishments located in the UK. Your use of this Site is governed by the laws of England. By using this Site, you hereby consent to the exclusive jurisdiction of the English courts in all disputes arising out of or relating to the use of this website.
- 12.2. We would expect that most issues and concerns can be readily resolved via constructive dialogue and correspondence promptly and to everyone's satisfaction. However, if we are unable to resolve matters to your satisfaction you and we agree that any dispute will be resolved by binding arbitration or small claims court instead of courts of general jurisdiction. You agree that any dispute must be brought in Your individual capacity and not as a part of any group or class representative proceeding.