

# **Wellbeing Website - Terms of Use**

## **1. GENERAL**

The website is maintained by Claro Wealth Limited (“Claro”). By using this website, you agree to these terms and conditions as they apply. The terms apply to all your use of the website.

Claro reserves the right to modify, add or remove material from the website in whole or in part at any time. If you continue to use the site after the changes have been posted on this page, you will accept the changes.

## **2. INTELLECTUAL PROPERTY LAW**

Any commercial use of the material from the website without the express written consent of Claro is prohibited. All content on this website is protected by copyright, trademark, patent and other intellectual property laws. The material on this website, unless otherwise stated, is owned by Claro. Trademark, copyright, and other intellectual property rights on the website must be respected.

The website user may print individual pages. Reproduction, duplication, publication, downloading, posting, transmission or distribution of other material or information on the website is not permitted without the prior written consent of Claro.

## **3. USER-GENERATED CONTENT**

User-generated content refers to content that users create or upload to the website, such as comments on blog posts, photos or public posts. By using such features on the website, you directly create content for which you are solely responsible and liable as a user. Claro has the right to remove some or all of the user generated content if it is in violation of applicable law in whole or in part, or if it can be considered in any other way to cause harm to Claro. In the event of such misconduct, Claro shall also have the right to take any further action required to prevent misuse.

## **4. LINKS ON THE SITE**

Claro may provide links to external websites on its website. If you use these links, you will exit the Claro website. Claro is not responsible for these websites or their content.

## **5. WEBSITE AVAILABILITY AND LIMITATION OF LIABILITY**

The website may be temporarily unavailable and Claro reserves the right, at any time and for any reason, to suspend or change the content of the services on the website without separate notification to you. Claro also reserves the right to block access to the website for some users, including registered users.

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Claro makes no guarantees regarding the operation or availability of the website or the accuracy of the content of the site. Claro shall not be liable for any damages resulting from the direct or indirect use of the website or its content.

**6. COOKIES** - Refer to [Claro Cookie Policy](#)

**7. PRIVACY POLICY AND PERSONAL DATA** - Refer to [Claro Privacy Policy](#)

## **8. VIRUSES, HACKING AND OTHER ATTACKS AGAINST INFORMATION SYSTEMS**

Any deliberate misuse of the website by targeting it with malware, or any other malicious or technologically damaging material is prohibited. Unauthorised access to, or attempted access to, the website, its location servers or other servers, computers or information systems connected to the site is prohibited. It is forbidden to target a denial of service or distributed denial of service attack at the website.

Claro shall not be liable for any loss or damage resulting from denial of service attacks, viruses, or other technologically damaging files that may infect your computer, computer programs or information system from the site, as a result of using the site or from downloading files from connected websites. Claro is actively seeking to prevent the aforementioned damage by safeguarding website data security and protection.

## **9. MAKING CHANGES TO WEB PAGES**

Claro reserves the right, at any time and for any reason, to make changes to the website, its Privacy Statement, its policies or these terms of use. The user of the website is subject to the applicable terms of use. For this reason, you should regularly check the updated terms of use.

## **10. ACCOUNT INFORMATION SERVICE**

We use a tool provided by Bud Financial Limited ("Bud") that allows you to send information on your payment accounts to us and other service providers. In order to use our services, you may be asked to agree to their Terms of Service ([Bud T&Cs](#)) and enter your payment account details with Bud or, for Open Banking connections, you will be redirected to your bank by Bud in order to authenticate yourself. The Terms of Service set out the terms on which you agree to Bud accessing information on your payment accounts for the purposes of transmitting that information to us. Bud is subject to UK and EU data protection laws and is required to treat your data in accordance with those laws, as well as the Terms of Service and Bud's Privacy Notice ([Bud Privacy Notice](#)).

Claro is registered with the Financial Conduct Authority ('FCA') (Firm Reference Number ('FRN'): 945930) as an agent of Bud, who is providing the regulated Account Information Service. Bud is authorised by the FCA (FRN: 793327) under the

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Electronic Money Regulations 2011 and the Payment Services Regulations 2017 to provide account information services and payment initiation services.

## **11. 14-DAY FREE TRIAL PLATFORM ACCESS**

- Claro grants participants access and use to its Wellbeing Platform (“Platform”) during the trial period solely for the purposes of evaluating the platform for use in their business. During the trial period, participants may make use of the Platform as they reasonably require to evaluate it for future use with their business but not for any other purpose;
- Claro reserves the right to reduce, extend or terminate the trial access to the Platform without notice;
- Claro reserves the right to withdraw or amend the services or functionality that it provides on the Platform without notice. Claro will not be liable if for any reason the Platform is unavailable at any time or for any period;
- The free trial access will last for 14 days only;
- Access is open to UK residents aged 18 years or older;
- No payment is necessary.

## **12. CHOICE OF LAW AND JURISDICTION**

These Terms and Conditions shall be governed by and construed in accordance with English law. The parties irrevocably agree that the Courts of England shall have exclusive jurisdiction to settle any dispute arising out of, under, or in connection with this Website and these Terms and Conditions.

## **13. CONTACT INFORMATION**

If you have any questions, comments or feedback regarding the Claro website or services, please contact us at [hello@claro.team](mailto:hello@claro.team).

**Registered Office: 10th Floor, 240 Blackfriars Road, London SE1 8NW**

**Registered in England No. 12158514.**

**Data Protection Registration Number: ZA774381.**

**Last Updated August 2023.**