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- send unsolicited commercial e-mail or "spam" to any [www.complexcapital.co.uk](http://www.complexcapital.co.uk) e-mail address or user of the Site or otherwise abuse any part of the Site or any other network;
- attempt to test the vulnerability, probe, scan, damage, disable, overstrain or prejudice the Site or breach the security measures of the Site or other like systems and networks;
- access any materials or information not intended for you by logging into the Site on another user's details or otherwise including through any means not intentionally made available through the Site;
- threaten, abuse, disrupt, harass, stalk or otherwise violate the rights (including rights of privacy and publicity) of others, including the commission of any offence under the Prevention of Harassment Act 1997 or similar legislation; or
- use the Site for fraudulent purposes or in connection with a criminal offence or other unlawful activity.

### Intermediary Accounts and Information

If a particular service we offer requires you to open an account, you must complete the registration process by providing us with current, complete and accurate information as prompted by the applicable registration form. We will contact you with a username and password should your application be successful. You are entirely responsible for maintaining the confidentiality of your password and account. Furthermore, you are entirely responsible for any and all activities that occur under your account. You agree to notify us immediately of any unauthorised use of your account or any breach of security. We will not be liable

for any loss that you may incur as a result of someone else using your password and account, either with or without your knowledge. However, you could be liable for losses incurred by us or another party due to someone else using your account or password. You may not use anyone else's account at any time, without the permission of the account holder.

If you submit materials such as data, information or copies of qualifications to us you automatically represent and warrant that:-

any personal data provided is complete, true and accurate and that you have only provided such information about yourself and have not registered details of any other person. You also agree to notify us of any changes to such information immediately; you have not submitted anything which is in breach of confidence owed to any third party; you own any copyright, proprietary rights or intellectual property rights, or that you have obtained express permission from the owner of such rights to distribute such information world-wide; we may reproduce, modify, adapt, publish, translate, create derivative works from and distribute such materials or incorporate such materials into any form, media or technology now known or later developed throughout the world and you irrevocably licence us to do so; all material submitted is original to you and not copied in whole or part from any third party; and the submissions or any other information you send to the Site will not be, or contain, material which is offensive, pornographic, defamatory, blasphemous, unlawful or likely to infringe any applicable law, whether civil, criminal or religious including, without limitation, relating to race, sex, disability, religion/belief, age or sexual orientation.

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We reserve the right to amend the Terms and Conditions of Use at anytime without notification. Up to date Terms and Conditions of Use will be available on the Site. It is your responsibility to ensure you are aware of any amendments to these Terms and Conditions of Use.

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#### **Website Access**

We reserve the right to suspend access to any or all parts of the Site temporarily or permanently without notice.

#### **Products and Prices**

We reserve the right to amend or withdraw products and prices including special offers listed on the Site without notice.

#### **Your Warranties**

You warrant as follows:-

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