AutoInvest Terms & Conditions

These AutoInvest Terms and Conditions ("Ts & Cs") set out the terms of using AutoInvest between (i) us, Seedrs, and (ii) you, a Seedrs member. These Ts & Cs shall become effective and binding on you as soon as you enable AutoInvest.

1. Background

As a Seedrs member, you wish to use our automated order execution service ("AutoInvest") to make investments in certain fundraising campaigns on the Platform that meet the AutoInvest Criteria you choose.

2. AutoInvest Process

2.1. You authorise us to execute investments in any individual campaigns available on the Platform that meet certain eligibility criteria that you set on the Platform from time to time (the "AutoInvest Criteria").

2.2. Whenever a campaign on the Platform satisfies all of the AutoInvest Criteria, the Platform will automatically execute an investment in the campaign (an "AutoInvest Investment"). You will be notified of the AutoInvest Investment and will be provided with access to the applicable investment agreement through the Platform. At the time of each AutoInvest Investment, you will be deemed to have agreed to the terms set forth in the applicable investment agreement between you and us that will govern the terms of your investment.

2.3. The AutoInvest Investment amount will be calculated by the Platform by maximising the amount of shares made available by a campaign that you can purchase without exceeding the Maximum Investment Amount. This means that AutoInvest Investment amounts will vary across individual investments you make and may be less than the Maximum Investment Amount, but under no circumstances will the AutoInvest Investment amount exceed the Maximum Investment Amount.

2.4. A campaign is deemed to satisfy the AutoInvest Criteria at the time that the AutoInvest Investment is made. Should a campaign cease to meet any of the AutoInvest Criteria after the AutoInvest Investment has been made, the AutoInvest Investment will not be cancelled and we will not notify you that the campaign no longer meets the AutoInvest Criteria. As a result, it is possible that you may make an AutoInvest Investment in a campaign that does not satisfy the AutoInvest Criteria.
2.5. You may cancel an AutoInvest Investment in accordance with the terms of the applicable investment agreement.

3. Payment

3.1. You will be required to deposit sufficient funds in your Investment Account in advance of making any investments using AutoInvest. All investments made using AutoInvest will be paid for using the funds available in your Investment Account, regardless of whether the funds were deposited in connection with AutoInvest.

3.2. If there are insufficient funds in your Investment Account to fund an investment that meets the AutoInvest Criteria, the AutoInvest Investment will not be executed. Your use of AutoInvest will suspend until you deposit sufficient funds in your Investment Account to resume AutoInvest.

4. Modification or Termination

4.1. You can change the AutoInvest Criteria or terminate AutoInvest at any time by logging into the Platform. Any changes you make to the AutoInvest Criteria will apply to future investments, and will not apply retrospectively to AutoInvest Investments already made.

4.2. We may amend these Ts & Cs from time to time. If we amend the Ts & Cs in a manner that affects any of your substantive rights, we will notify you of the amendment or amendments at least 10 working days before they take effect. Such notification may occur by email, by notice to you when logging onto the Platform or by other means. If you do not object to an amendment by the means given in the notice prior to the amendment taking effect, you will be deemed to have agreed to the amendment. If you object to an amendment, such amendment will not be effective with respect to you, but your objection will be considered your notice of termination of your use of AutoInvest.

4.3. We may terminate these Ts & Cs or AutoInvest without prior notification.

5. Our Obligations

5.1. We have no discretion in relation to choosing your AutoInvest Criteria or AutoInvest Investments except in defining any algorithms used as part of the AutoInvest Criteria and as set out in the investment agreement that applies to each AutoInvest Investment. Our
role is limited to arranging deals in line with the objective AutoInvest Criteria that you have chosen. We do not provide advice or recommendations with respect to any aspect of transactions conducted through the Platform, including through AutoInvest.

5.2. We shall not be liable to you, and hereby disclaims to the fullest extent permissible by law all liability, for:

5.2.1. Any losses or damages resulting from or related to actions taken or omitted to be taken by us in connection with matters contemplated by these Ts & Cs, except to the extent that such losses are the direct result of fraud, wilful default or gross negligence on our part; or

5.2.2. Any indirect, consequential, special or punitive loss, damage, cost or expense, unforeseeable losses or damages, loss of profit, loss of business, lost or wasted management time or time of other employees, loss of reputation, depletion of goodwill or loss, damage or corruption of data.

5.3. In no event shall we be liable to you for more than the total amount invested by you through AutoInvest pursuant to these Ts & Cs.

5.4. Nothing in these Ts & Cs shall limit our liability for personal injury or death, fraud or any other liability the exclusion or limitation of which is not permitted by applicable law or regulation.

6. Data and Data Protection

For the purposes of these Ts & Cs and in connection with your use of the Platform and/or AutoInvest, we may disclose certain of your Personal Data to any of our affiliates or partners which we contract with or employ in connection with our provision of services (including those based in other jurisdictions), or to any tax, statutory or regulatory authority as required by such authority. You must ensure that the Personal Data set out in your profile is correct and up to date. For further information on how we use your Personal Data, please see our Privacy Notice (available at https://www.seedrs.com/privacy_notice).

7. Assignment, Transfer and Delegation

7.1. We may assign, transfer or delegate any of our obligations or rights under these Ts & Cs to any person, provided that we are satisfied that such person is competent to perform or
exercise the obligations or rights so delegated. We may provide information about you and
your activities on the Platform to any person to whom we assign, transfer or delegate our
obligations or rights.

7.2. None of your rights or obligations under these Ts & Cs can be assigned, transferred or
delegated to any other person, other than with our express written agreement. Any attempt
to, transfer assign or delegate any of your rights or obligations in contravention of this
paragraph 7.2 shall be null and void.

8. **No Partnership or Agency**

These Ts & Cs shall not be construed so as to create a partnership or joint venture between you and
us. Nothing in these Ts & Cs shall be construed so as to constitute you and us as agent of one
another.

9. **No Waiver**

No failure or delay by you or us in exercising any rights under these Ts & Cs shall be deemed to be
a waiver of that right, and no waiver by you or us of a breach of any provision of these Ts & Cs shall
be deemed to be a waiver of any subsequent breach of the same or any other provision.

10. **Severability**

If any provision of these Ts & Cs is held by any court or other competent authority to be invalid or
unenforceable in whole or in part, these Ts & Cs shall continue to be valid as to its other provisions
and the remainder of the affected provision.

11. **Entire Agreement**

These Ts & Cs contains the entire agreement between you and us, and supersedes and replaces all
previous agreements and understandings between you and us, with respect to the matters set forth
herein. You and we acknowledge that, in entering into these Ts & Cs, neither you nor we are relying
on any representation, warranty, pre-contractual statement or other provision except as expressly
provided in these Ts & Cs. Without limiting the generality of the foregoing, you shall not have any
remedy for innocent or negligent misrepresentation based on any statement made to you upon
which you may have relied on in entering into these Ts & Cs, and your only remedy is for breach of
contract. However, nothing in these Ts & Cs purports to exclude liability for any fraudulent statement
or act.
12. Further Assurances

You and we shall from time to time (both during the continuance of these Ts & Cs and after its termination) do all such acts and execute all such documents as may be reasonably necessary in order to give effect to the provisions of these Ts & Cs.

13. Costs

Your and our costs and expenses (including professional, legal and accountancy expenses) of the preparation, negotiation and execution of these Ts & Cs and any associated documentation shall be borne by you and us respectively.

14. Survival

The provisions set forth in paragraphs 5 through 21 shall survive the termination of these Ts & Cs.

15. Force Majeure

We shall not be in breach of these Ts & Cs if there is, and shall not be liable or have responsibility of any kind for any loss or damage incurred as a result of, any total or partial failure, interruption or delay in performance of our duties and obligations occasioned by any act of God, fire, act of government, state, governmental or supranational body or regulatory authority or war, civil commotion, terrorism, failure of any computer dealing system, interruptions of power supplies, labour disputes of whatever nature or any other reason (whether or not similar in kind to any of the above) beyond our reasonable control.

16. Conflicts

You have entered into certain other agreements with us. For example, you may have already entered into a Membership Agreement, Terms of Service and (if applicable) Referral Fee Terms, and will enter into an investment agreement with respect to each AutoInvest Investment. Together, these are the “Platform Agreements”. These Ts & Cs do not amend or replace the Platform Agreements, but if a conflict arises, the terms of any agreement to which you agree after these Ts & Cs will prevail over these Ts & Cs, while these Ts & Cs will prevail over the terms of any prior agreement, unless otherwise expressly stated by the other agreement.

17. Governing Law
These Ts & Cs and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes and claims) shall be governed by and construed in accordance with the laws of England and Wales. The Courts of England and Wales shall have exclusive jurisdiction over any such claim, although we retain the right to bring proceedings against you for breach of these Ts & Cs in your country of residence or any other relevant country.

18. Third Party Rights

Unless expressly provided to the contrary in these Ts & Cs, a person who is not a party to these Ts & Cs may not enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999, and, notwithstanding any term of these Ts & Cs, no consent of any third party is required for any amendment (including any release or compromise of any liability) or termination of these Ts & Cs.

19. Execution

These Ts & Cs shall be deemed duly executed and shall become effective and binding upon you and us once you have indicated your assent to these Ts & Cs via the means provided on the Platform.

20. Notices

20.1. Any notice from you to us in respect of these Ts & Cs shall be given by email to support@seedrs.com, except where these Ts & Cs or another Platform Agreement that you execute sets forth another way that you must give us notice.

20.2. Any notice from us to you in respect of these Ts & Cs may be given either through the Platform, by email to the address you provide in your profile or by post or courier to the physical address you provide in your profile.

20.3. Notices given pursuant to this paragraph 20 through the Platform or by email shall be deemed received by the recipient upon despatch. Notices given pursuant to this paragraph 20 by post or courier shall be deemed received by the recipient two working days after despatch. In the event that you give us notice by means other than those set forth in this paragraph 20 and we in fact receive it, we may, but are not required to, choose to deem the notice received upon actual receipt of it.

20.4. All notices given under these Ts & Cs shall be in the English language.
21. Definitions and Interpretation

21.1. The following expressions have the following meanings in this Ts & Cs unless inconsistent with the context:

- **“AutoInvest”** has the meaning given to it in paragraph 1;
- **“AutoInvest Criteria”** has the meaning given to it in paragraph 2.1;
- **“AutoInvest Investment”** has the meaning given to it in paragraph 2.2;
- **“EIS”** means the Enterprise Investment Scheme administered within HM Revenue & Customs by the SCEC;
- **“Investment Account”** means, your account maintained by us, the funds of which are held in pooled client money accounts with one or more depository institutions;
- **“Maximum Investment Amount”** means the maximum amount of any AutoInvest Investment set by you as an AutoInvest Criteria on the Platform;
- **“Personal Data”** has the meaning given in the Privacy Notice applicable to the use of the Platform;
- **“Platform”** means, the Seedrs platform, which includes website currently hosted at the domain http://www.seedrs.com and all pages at sub-domains thereof and may, from time to time hereafter, include pages hosted at other domains and identified as forming part of the platform;
- **“Platform Agreements”** has the meaning given to it in paragraph 16;
- **“Seedrs member”** means a person who has joined the Platform as a member, including affirming assent to the relevant Membership Agreement and whose membership has not been terminated or suspended;
- **“SEIS”** means the Seed Enterprise Investment Scheme administered within HM Revenue & Customs by the SCEC.
- **“Ts & Cs”** has the meaning given to it in the Introduction;

21.2. The headings are for convenience only and shall not affect the interpretation of the Agreement.

21.3. References to the plural include the singular and vice versa;

21.4. References to one gender include the other gender as appropriate; and
21.5. Any phrase introduced by the term "include", "including", "in particular" or any similar expression will be construed as illustrative and will not limit the sense of the words preceding that term.