

## Terms and Conditions

### Welcome to ORITcommunityfunds.com

We, ORIT Community Funds (ORITcommunityfunds.com, “ORIT”, “we” or “us”), would ask that you take the time to read these Terms and Conditions carefully. They explain a number of things including, for example, the rules covering your use of this Website as well as other information regarding your rights.

By using ORITcommunityfunds.com (the “Website”), you’ll be confirming that you have read and understood and agree to these Terms and Conditions. These Terms and Conditions may change from time to time and, if they do, the up-to-date version will always be available on this Website. We will indicate at the top of these Terms and Conditions when they were last updated.

Please ensure that you check these Terms and Conditions regularly to view any changes which may have been made because by continuing to use the Website after these Terms and Conditions have changed, you will be confirming that you have read and understood and agreed to be bound by any revised Terms and Conditions.

### About Us

The Website is operated by Octopus Renewables Limited (trading as Octopus Energy Generation), the investment manager of Octopus Renewables Infrastructure Trust Plc (“ORIT”). ORIT is a closed-ended investment company incorporated in England and Wales that is focused on building and operating a diversified portfolio of Renewable Energy Assets in Europe and Australia. ORIT is a public limited company with company number **12257608 and a registered office** 6th Floor, 125 London Wall, London, England, EC2Y 5AS. Cumberhead Windfarm Limited is wholly owned by ORIT.

### Your information and privacy

For a more detailed explanation of how we will collect, use and store information relating to you, and our commitment to protecting your privacy or how we use cookies, please see our [Privacy notice](#) and Cookie Notice (below).

### Accessing our Website

The Website is made available to you free of charge.

We cannot guarantee to you that our Website will always be available or be uninterrupted. We allow access to the Website on a temporary basis, and we may suspend, withdraw,

discontinue or change all or any part of the Website without notice.

In particular, our Website may be unavailable occasionally for maintenance, updating or otherwise. Where this happens we apologise for any inconvenience caused. However, we shall not be liable to you for any loss, damages or inconvenience resulting from such unavailability.

We take great care in seeking to present accurate, transparent and useful information to you as a user. However, as an open platform, there is content on this Website which is not generated by us, for example, third-party content. Therefore, we should let you know that information on this Website might be out of date, incomplete, contain some errors or be in some way unreliable and we make no representations, warranties or guarantees, whether express or implied, that the content on our Website is accurate, complete or up to date. You should also note that the content on our Website is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our Website.

You are responsible for making all arrangements necessary for you to have access to our Website. You are also responsible for ensuring that all persons who access our Website through your internet connection are aware of these terms and that they comply with them.

Our Website is directed at users based in the UK. We do not represent that content available on or through our Website is appropriate for use in other locations.

If you have trouble using our Website with certain web browsers or other software or if you want to let us know how we can improve accessibility, please let us know by getting in touch (ORITCF@octopusrenewables.com). We appreciate your feedback and your suggestions will help us to improve our service to you.

### **If you have user account details**

If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party.

We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these Terms and Conditions.

If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us at [info@octopusrenewables.com](mailto:info@octopusrenewables.com).

### **Intellectual Property Rights**

All text, graphics, audio, video or image files, content, software, applications and information displayed on or available from this Website, and all copyright, trademark rights, design rights and other intellectual property rights in them (together, the “Proprietary Content”) are the property of ORIT, ORIT Community Funds, our users, suppliers or licensors. This includes, without limitation, the organisation and layout of the Website and the underlying software that is owned by us, ORIT Community Funds, our users, suppliers or licensors.

By using the Website you’re agreeing that Proprietary Content is available for personal use only and that you will not copy, reproduce, publish, distribute or dispose of in any way any Proprietary Content. Neither the ORIT Community Funds name nor any other ORIT Community Funds name, trademark, logo or design may be used or copied in any manner.

Proprietary Content is protected by copyright laws and treaties around the world. All such rights are reserved.

Our status (and that of any identified contributors) as the authors of material on our Website must always be acknowledged.

You must not use any part of the Proprietary Content for commercial purposes without obtaining a licence to do so from us or our licensors.

## Viruses

We do not guarantee that the Website will be secure or free from bugs or viruses. You are responsible for configuring your information technology, computer programmes and platform in order to access the Website. You should use your own virus protection software.

You must not misuse the Website or knowingly introduce viruses, Trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to the Website, the server on which the Website is stored or any server, computer or database connected to the Website. You must not attack the Website via a denial-of-service attack or a distributed denial-of-service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990 or, if you are not accessing the Website from within the UK the comparable legislation in the relevant jurisdictions. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them to the extent permitted by law. In the event of such a breach, your right to use the Website will cease immediately.

## Liability

### Whether you are a consumer or a business user:

We do not exclude or limit in any way our liability to you where it would be unlawful to do

so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.

**If you are a business user:**

We exclude all implied conditions, warranties, representations or other terms that may apply to our Website or any content on it.

We will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:

- use of, or inability to use our Website; or
- use of or reliance on any content displayed on our Website.

**In particular, we will not be liable for:**

- loss of profits, sales, business or revenue;
- business interruption;
- loss of anticipated savings;
- loss of business opportunity, goodwill or reputation; or
- any indirect or consequential loss or damage.;

**If you are a consumer user:**

Please note that we only provide our Website for domestic and private use. You agree not to use our Website for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

**Linking to our Website**

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.

You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

You must not establish a link to our Website in any website that is not owned by you.

Our Website must not be framed on any other website, nor may you create a link to any part of our Website other than the homepage.

We reserve the right to withdraw linking permission without notice.

**Third party links on our Website**

ORITcommunityfunds.com may contain links to other third-party websites, resources, advertisements or sponsorships.

If you choose to access any of these links, you will be leaving ORITcommunityfunds.com and since we don't have any control over these websites, we are not responsible for the content, advertising, products or services available from them, or for any dealings or disputes that you may have in relation to those websites. ORITcommunityfunds.com is not liable for any loss or damage which may be suffered as a result of the use of such links and third-party websites. We would encourage you to review the terms and conditions and privacy policy on any new website you may choose to access because our terms and conditions and privacy policy will no longer be applicable

We reserve the right to remove a link at any time.

## **Cookie notice**

### **Privacy and your rights**

Cookies are used to uniquely identify a person and therefore at ORIT we treat them as personal identifiable information. Cookies are used for analytics and advertising to improve the experience and relevance of our websites. At ORIT we want our customers to understand what cookies are by being jargon free, whilst also being transparent regarding how we use them, please see the "What are cookies?", "What cookies do we use?" and "How do I turn cookies off?" sections so you are fully aware.

As a user of our website we want you to have a choice and by simply browsing our website does not mean you agree to the use of cookies. We ask you when you first visit our website via a pop-up banner to accept or reject the use of cookies, this pop-up clearly explains why we use them and ask you to make an affirmative action by clicking "Accept Recommended Settings". If you did click accept and wish to withdraw your consent, simply click on the cookie button at the bottom right corner of our website.

### **What are cookies?**

Cookies are small text files that are stored on your browser or device by websites, apps, online media, and advertisements. There are different types of cookies. Cookies served by the entity that operates the domain you are visiting are called "first party cookies." Therefore, cookies served by the ORIT website whilst you visit ORITcommunityfunds.com are first party cookies.

Cookies served by companies that are not operating the domain you're visiting are called "third party cookies." For example, we may allow Google to set a cookie on your browser while you visit ORITcommunityfunds.com, and that would be a third-party cookie. Cookies may also endure for different periods of time. "Session cookies" only last as long as your browser is open.

These are deleted automatically once you close your browser. Other cookies are "persistent cookies" meaning that they survive after your browser is closed. For example, they may recognise your device when you re-open your browser and browse the internet again.

### What cookies do we use?

We use the following cookies:

Analytical and performance cookies. We may use analytics service providers in relation to the ORIT websites' traffic analysis and reporting. Analytics service providers generate statistical and other information about the use of the Octopus Group websites by using cookies. They allow us to recognise and count the number of visitors and to see how often visitors return to the ORIT website, how long they stay and how visitors move around the ORIT website when they are using them. This helps us to improve the way the ORIT website works, for example, by ensuring that users are finding what they are looking for easily. The information generated relating to the ORIT website may be used to create reports about the use of the ORIT website and the analytics service provider will also store this information.

### Cookies

We try and make it easy to share content and to see what content is popular on those networks. We add buttons to allow people to easily share to those networks. When we include these social plugins', it gives those sites the flexibility to use cookies. They can't read any cookies we set from our ORIT website, and we can't read any cookies they set, but it lets them do the same kind of traffic measuring that we do on the rest of the ORIT website, and it also lets them know whether you're logged in. Other websites and services (including, for example, advertising networks, providers of external services like web traffic analysis services and content recommendation engines) may also use cookies, over which we have no control. These cookies are likely to be analytical/performance cookies or targeting cookies.

The ORIT website uses cookies to distinguish you from other users and to improve your experience on the ORIT website and to recommend content that may be of interest to you. When you visit the ORIT website we will ask you whether you agree to our use of cookies.

You can indicate your acceptance of our use of cookies by clicking "Accept" in the bottom right corner on this website on the banner that appears on the ORIT website. If you do not agree to our use of cookies, then you may continue to use the ORIT website but your browsing experience may be affected. You can find out more below about what cookies are, the cookies we use and how to switch off cookies.

| Name             | Provider | Type       | Cookie name        | Duration |
|------------------|----------|------------|--------------------|----------|
| Google Analytics | Google   | Analytical | _ga                | 2 years  |
| Google Analytics | Google   | Analytical | _ga_<container-id> | 2 years  |

## Severability

If any of these Terms and Conditions is held to be invalid, the remaining terms and conditions shall continue to be valid to the fullest extent permitted by law.

## Law and jurisdiction

If you are a consumer, please note that these Terms and Conditions, their subject matter and their formation, are governed by English law. You and we both agree that the courts of England and Wales will have exclusive jurisdiction except that if you are a resident of Northern Ireland, you may also bring proceedings in Northern Ireland, and if you are a resident of Scotland, you may also bring proceedings in Scotland.

If you are a business, these terms of use, their subject matter and their formation (and any non-contractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.

## Whistleblowing concerns

If you believe that you have witnessed something which contravenes our standards of personal or business conduct, you can do so by raising a whistleblowing concern. All concerns raised are taken seriously and fully investigated. The identity of staff, suppliers or clients who raise a concern will be kept confidential and will not be discriminated against in any way as a result of raising an issue. Staff should read the Whistleblowing Policy before contacting to ensure the report is made correctly. Reports can be made by email to [Osama.raja@octopusrenewbales.com](mailto:Osama.raja@octopusrenewbales.com).

## Finally — talk to us for anything else

If you have any queries, comments or complaints regarding the Website or these Terms and Conditions, just get in touch. You can write to us at [ORITCF@octopusrenewables.com](mailto:ORITCF@octopusrenewables.com)

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