

# Website and App Terms of Use

Last updated: 30 January 2026

These Website and App Terms of Use (“Terms”) govern your access to and use of our website and any mobile application made available by us (together, the “*Platform*”). By accessing or using the *Platform*, you agree to be bound by these Terms. If you do not accept these Terms, you must not use the *Platform*. These Terms apply solely to use of the *Platform* and do not govern the provision of any regulated financial services, which are subject to our Client Terms and Conditions.

## 1. Information about us

The *Platform* is operated by Count Finance LTD, trading name Count, is a company registered in England and Wales under company number 15124304 with registered office at 167-169 Great Portland Street, London, England, W1W 5PF.

Count Finance is participating in the FCA Innovation Sandbox, meaning our services are being tested under FCA supervision prior to full authorisation (FRN 1017828).

These Terms do not govern the provision of regulated financial advice or services, which are subject to our Client Terms and Conditions.

## 2. Changes to these terms

We may amend these Terms from time to time to reflect changes to the *Platform*, our services, legal or regulatory requirements, or our business practices. Updated Terms will be made available on the *Platform* and will take effect immediately upon publication. Your continued use of the *Platform* constitutes acceptance of the revised Terms.

## 3. Access to the platform

We aim to ensure that the *Platform* is available at all times; however, we do not guarantee uninterrupted or error-free access.

We may suspend, withdraw, or restrict access to all or part of the *Platform* for operational, security, legal, or regulatory reasons, or to carry out maintenance or updates.

We shall not be liable for any loss or damage arising from the unavailability of the *Platform*.

## 4. Eligibility and use of the *platform*

The *Platform* is intended for individuals aged 18 or over and resident in the United Kingdom. Our regulated services are provided only to users who meet our eligibility criteria and regulatory requirements. You are responsible for ensuring that your use of the *Platform* complies with applicable laws and regulations.

We make no representation that the *Platform* or its content is appropriate for use outside the United Kingdom.

## **5. User accounts**

Certain features of the *Platform* may require you to create an account. You must ensure that all information provided during registration is accurate and kept up to date. You are responsible for maintaining the confidentiality of your login details and for all activity carried out using your account.

We reserve the right to suspend or terminate access to your account where we reasonably believe there has been unauthorised use or a breach of these Terms.

## **6. Platform content and information**

Certain content made available on the *Platform*, including articles, guides, tools, and calculators, is provided for general information and educational purposes only. Such content is not intended to constitute regulated financial advice and should not be relied upon in isolation when making financial decisions.

Where regulated financial advice is provided through the *Platform*, this will only occur following completion of the relevant onboarding and assessment process and will be governed by our Client Terms and Conditions and associated disclosures. You should ensure that you fully understand the scope of any advice provided and seek clarification where required before acting on it.

## **7. Regulated advice and client relationship**

Count provides regulated financial advice through the *Platform* where users complete the required suitability assessment and enter into a client relationship with us. Any regulated advice provided is delivered in accordance with applicable regulatory requirements and is governed exclusively by our Client Terms and Conditions.

Use of the *Platform* alone does not automatically create a client or advisory relationship. Such a relationship is only established once you have agreed to the Client Terms and Conditions and we have confirmed acceptance of you as a client.

Nothing in these Terms of Use limits or overrides any rights you may have in respect of regulated advice once a client relationship has been established.

## **8. Accuracy of information**

While we take reasonable care to ensure that general information on the *Platform* is accurate and up to date, we do not warrant that such content is complete or current at all times. This does not affect our obligations in relation to any regulated financial advice provided to clients.

Past performance information is not a reliable indicator of future results

## **9. Acceptable use**

You must not use the *Platform* in a manner that breaches applicable laws or regulations, including financial services rules..

You must not attempt to gain unauthorised access to the *Platform*, introduce malicious code, or interfere with its security or functionality.

We reserve the right to restrict or terminate access to the *Platform* where these Terms are breached.

## **10. Intellectual property**

All intellectual property rights in the *Platform* and its content belong to us or our licensors. You may access and use the *Platform* for personal, non-commercial purposes only.

You must not reproduce, distribute, modify, or exploit any part of the *Platform* without our prior written consent.

## **11. Third-Party links**

The *Platform* may contain links to third-party websites or services. We are not responsible for the content, availability, or practices of third-party sites, and access to them is at your own risk.

## **12. Mobile application terms**

Where you access the *Platform* via a mobile application, additional terms imposed by the relevant app store provider may apply. We do not guarantee that the mobile application will be compatible with all devices or operating systems.

## **13. Security and data protection**

We take reasonable and appropriate technical and organisational measures to protect the security of the *Platform* and any personal data processed through it.

While we work to protect the *Platform* and your information, no system can be guaranteed to be completely secure. You acknowledge that the transmission of information over the internet is not entirely secure and is undertaken at your own risk.

We shall not be responsible for any loss or corruption of data arising from events outside our reasonable control, including but not limited to failures of telecommunications networks, internet service providers, or user devices. You are responsible for maintaining the security of your own devices, login credentials, and internet connection when accessing the *Platform*.

Personal data is processed in accordance with our Privacy Policy, which sets out further details of how we protect and use your information.

## **14. Limitation of liability**

To the fullest extent permitted by law, we exclude liability for any loss or damage arising from your use of the *Platform*.

We are not liable for indirect or consequential losses, loss of profits, or loss or corruption of data arising from factors outside our reasonable control including but not limited to failures of telecommunications networks, internet service providers, or user devices; You are responsible

for maintaining the security of your own devices, login credentials, and internet connection when accessing the *Platform*.

Nothing in these Terms limits liability for death or personal injury caused by negligence, fraud, or any liability which cannot be excluded by law. This also applies to any liability arising from regulated financial advice where such liability cannot be excluded under applicable law or regulatory rules.

## **15. Termination**

We may suspend or terminate your access to the *Platform* at any time where required by law, regulation, or where you breach these Terms.

Termination shall not affect any rights or obligations accrued prior to termination.

## **16. Privacy**

Personal data is processed in accordance with our Privacy Policy, which forms part of these Terms. Our privacy policy is available via our website and app at any time.

## **17. Governing law and jurisdiction**

These Terms are governed by the laws of England and Wales. The courts of England and Wales shall have exclusive jurisdiction over any disputes arising under these Terms.

## **18. Contact**

If you have any questions about these Terms, please contact us any of the following ways:

- email us at [hello@count-finance.com](mailto:hello@count-finance.com);
- in-app via our help widget.