

## Terms and conditions

### Important notice

Due to restrictions under applicable securities laws, access to this website is not permitted in certain jurisdictions.

The materials contained herein are not for release, publication or distribution, directly or indirectly, in whole or in part, to U.S. persons or in or into the United States, Australia, Canada, Japan, the Republic of South Africa or any other jurisdiction where to do so would constitute a violation of the relevant laws or regulations of such jurisdiction.

The information and materials contained on this Website are exclusively intended for persons who are not residents of the United States and who are not physically present in the United States. The information contained on this Website do not constitute an offer of securities for sale or a solicitation of an offer to purchase securities in the United States or in any jurisdiction or jurisdictions in which such offers or sales are unlawful. The shares of Downing Renewables & Infrastructure Trust plc have not been nor will they be registered under the U.S. Securities Act of 1933, as amended (the "**Securities Act**"), or with any securities regulatory authority of any state or other jurisdiction of the United States and may not be offered, sold, resold, pledged, taken up, exercised, renounced, transferred, delivered or distributed, directly or indirectly, within the United States or to or for the account or benefit of U.S. Persons (as defined in Regulation S of the Securities Act). There will be no public offer of the securities in the United States, Australia, Canada, Japan or the Republic of South Africa or any jurisdiction in which such an offer would constitute violation of the relevant laws or regulations of such jurisdiction. Downing Renewables & Infrastructure Trust plc will not be registered under the U.S. Investment Company Act of 1940, as amended (the "**Investment Company Act**"), and investors will not be entitled to the benefits of the Investment Company Act.

### Access

By accessing [www.doretrust.com](http://www.doretrust.com) (the "**Website**"), you agree to be bound by the following Terms and Conditions of Use (the "**Terms**"). Before using the Website, you should read carefully the Terms and also our Privacy Policy, which explains how we collect, store, process and use personal information about you when you visit the Website and when you contact us. Our Privacy Policy also applies to your use of the Website. By using the Website, you confirm that you understand and accept our Privacy Policy.

The Website is operated by Downing LLP ("**Downing**"). Downing is a limited liability partnership registered in England and Wales under company number OC341575 and has its registered office and principal place of business at 6th Floor St Magnus House, 3 Lower Thames Street, London EC3R 6HD.

You can contact Downing by email at [customer@downing.co.uk](mailto:customer@downing.co.uk) or by telephone on +44 207 416 7780.

In the Terms:

"you", "your" and "yours" means you, the person(s) accessing the Website and the party on whose behalf you are doing so; and

"Company", "we", "us", and "our" means Downing Renewables & Infrastructure Trust plc.

## **1. The Terms**

By using our Website, you confirm that you accept these terms of use and that you agree to comply with them.

If you do not agree to these terms, you must not use our Website.

The Website is not directed at any person in any jurisdiction where (by reason of the person's nationality, residence or otherwise) the publication or availability of this Website is prohibited or subject to any necessary registration or regulation not held by the Company. Persons in respect of whom such prohibitions apply must not access the relevant pages of this Website. The laws and regulations of the country from which you access this site may include restrictions on the diffusion of information contained in this Website; it is your responsibility to ensure that your use complies with any restrictions or any applicable local laws regarding use of the information on this Website.

We may amend these Terms from time to time. Every time you wish to use our Website, please check these Terms to ensure you understand the Terms that apply at that time. Continued use of the Website will be deemed acceptance of updated or amended Terms.

## **2. You must keep your account details safe**

If 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 secret and confidential and keep it in a safe place at all times and not disclose it to any third party. You are wholly responsible for use of the Website by any person using your account details.

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.

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

## **3. How you may use material on our Website**

We are the owner or the licensee of all intellectual property rights in our Website, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

You must not use any part of the content on our Website without obtaining a licence to do so from us or our licensors.

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

If you print off, copy or download any part of our Website in breach of these Terms, your right to use our Website will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

#### **4. Limitation of Liability and legal disclaimer**

The content on our Website is provided for general information only. It is not intended to amount to advice on which you should rely. Nothing herein is intended to be construed as an offer, invitation or inducement to engage in investment activity, or investment advice or recommendation, in relation to the acquisition of shares in the Company. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our Website.

The information on the Website is published in good faith; however we make no representations, warranties or guarantees, whether express or implied, that the content on our Website is accurate, complete, fit for purpose or up to date and it should not be relied on as such. We shall have no liability for any loss or damage arising out of the use or reliance on the information provided in the Website including without limitation, any loss of profit, business, opportunity, or any other damage, direct, indirect, special, incidental or consequential. No information on the Website constitutes investment, tax, legal or any other advice.

We do not warrant that the functions, materials and information available on the Website will be uninterrupted or error free or that defects will be corrected. We may suspend, withdraw, discontinue or change all or any part of the Website without notice. We will not be liable if for any reason the Website is unavailable at any time or for any period.

We shall not be liable to you or any other person (whether in contract, tort (including negligence or breach of statutory duty, or otherwise) for any damages, losses, expenses, costs or liabilities (whether direct, indirect or consequential) caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of the Website or to your downloading of any content on it, or on any website linked to it.

To the greatest extent permitted by law, the Company, Downing and their respective affiliates, agents, service providers and professional advisers assume no liability or responsibility and owe no duty of care for any consequences of any person acting or refraining to act in reliance on the information or documents contained on the Website or for any decision based on it.

We do not guarantee that the Website will be compatible with all or any hardware and software which you may use. We do not represent nor guarantee that the Website, or any page, screen, information or material included in or accessible through the Website, will always be available or be uninterrupted or that there will be no delays, failures, errors, or omissions or loss of information as this Website is transmitted to you. Under no circumstances, will we or any other person be liable for any loss or damage caused by the incompatibility of this Website with all or any hardware and software which you may use and/or for the unavailability, malfunction or interruption of the Website.

We do not guarantee that the Website will be secure or free from bugs, viruses, or any other malicious software. You are responsible for configuring your information technology, systems, computer programmes and platform to access the Website and for undertaking reasonable and appropriate precautions against any computer virus or other destructive materials or elements. Under no circumstances, will we be liable for any corruption of data that may occur as the result of technical problems (e.g. transmission errors, technical failures, breakdowns, intervention of third parties, etc.) and/or for any damage or loss relating to software or hardware that is the result of any virus, defect or malfunction in relation to access or use of the Website.

Certain economic and market information contained in the Website has been obtained from published sources prepared by third parties. While such sources are believed to be reliable, neither we nor any other person assumes any responsibility for the accuracy, fitness for a particular purpose or completeness of such information.

#### **5. We are not responsible for websites we link to**

Where our Website contains links to other sites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them.

We have no control over the contents of those sites or resources. We accept no responsibility or liability for enabling you to link to third party sites, for the contents of any such third party sites, for the security of any such third party sites, or for any consequence of your acting upon the contents of any such third party sites. It is your responsibility to check the terms and conditions and privacy policies and any other terms or conditions which are applicable to third party sites.

#### **6. Links to our Website**

You may not, without our prior written permission, use any part of the Website on any other website or link any other website to any part of the Website. We are not responsible for the setup of any link from a third party website to the Website.

#### **7. Transmission of information and data protection**

Information transmitted via the internet is susceptible to monitoring and interception. You will bear all risk of transmitting information in this manner. We shall not be liable for any loss, harm or damage suffered by you as a result of transmitting information to us. We reserve the right to request independent verification of any information transmitted via e-mail.

There is no guarantee that any electronic communication sent will be received by us, or that the contents of any such electronic communication will remain private or unaltered during transmission. We shall not be liable for any damages you or others may suffer as a result of the alteration or loss of confidentiality of such information.

All information submitted to us via the Website shall remain the property of the relevant company or other user of the Website who supplied it. However, nothing shall prevent us from using, for any purpose, any ideas, concepts, know-how or techniques contained in such information. We are not subject to any obligations of confidentiality regarding submitted information except as agreed between you and us in writing. However, any submission by you of any personal information shall be used by us only in accordance with the terms set out in our Privacy Policy.

#### **8. General**

We may appoint agents, subcontractors and third parties selected by us on any terms we think appropriate to carry out any of our obligations under the Terms.

You are not permitted to assign or sub-contract your rights under the Terms to any other person.

Downing Renewables & Infrastructure Trust plc

The Terms are applicable to you and if applicable, your company or partnership. The provisions of the Contracts (Rights of Third Parties) Act 1999 are expressly excluded.

If any part of the Terms is found by any court or other competent authority to be invalid, unlawful or unenforceable then such part shall be severed from the rest of the Terms which shall continue to be valid and enforceable to the fullest extent permitted by law.

The Terms only extend to the Website and do not, therefore, extend to your use of any website not connected to which you may link by using the internet addresses, links, and hypertext links within this Website.

The pages, screens, information and materials included in or accessible through the Website may be wholly or partially suspended, withdrawn, or changed at any time without notice to you.

We reserve the right at any time to immediately suspend the provision of all or any part of the Website to you and/or block your access to the Website.

The Terms constitute the entire agreement between the Company and you with regard to this Website and it supersedes all prior or contemporaneous communications, agreements and understandings between the Company and you with regard to the subject matter hereof.

#### **9. No waiver**

Failure by us to exercise or enforce any right conferred by the Terms or otherwise shall not be deemed to be a waiver of any such right nor operate so as to bar that exercise or enforcement thereof or of any other right on any later occasion.

#### **10. Governing law**

These Terms (and any non-contractual obligations arising out of them), their subject matter and their formation, are governed by and are to be interpreted in accordance with the laws of England and Wales. The courts of England and Wales will have exclusive jurisdiction in respect of any claim, dispute or difference which may arise out of or in connection with the Terms. Your use of this Website shall be deemed acceptance of the laws of England and Wales and your acceptance that, in the event of any dispute or proceeding you irrevocably submit to the exclusive jurisdiction of the courts of England and Wales and waive any objection to proceedings in such courts on the grounds of venue or on the grounds that the proceedings have been brought in an inconvenient forum.