



## **Netwealth Investments Limited**

### **Website Terms of Use**

#### 1.0 Introduction

These are the terms of use for [www.netwealth.com](http://www.netwealth.com) (Site). The Site is operated by Netwealth Investments Limited trading as Netwealth (we, us and our). We are a limited company, registered in England. Our registered company number is 09493628, and our registered office is at 4th Floor, Reading Bridge House, Reading, Berkshire RG1 8LS. We are authorised and regulated by the Financial Conduct Authority (FCA), whose address is 25 The North Colonnade, Canary Wharf, London E14 5HS, [www.fca.org.uk](http://www.fca.org.uk). Our FCA firm registration number is 706988.

Your use of the Site will be subject to these terms and by using the Site you agree to be bound by them. The services we offer to clients are provided subject to our General Terms and Conditions.

We reserve the right to change these terms of use from time to time by changing them on the Site. These terms of use were last updated on 20 March 2017.

#### 2.0 Access to the Site

The Site is intended for use only by persons who are at least 18 years of age. By using the Site, you confirm that you meet that requirement.

It is your responsibility to ensure your equipment (computer, laptop, netbook, tablet or other mobile device) meets all the necessary technical specifications to enable you to access and use the Site and is compatible with the Site.

We may, from time to time, restrict access to certain features, parts or content of the Site, or the entire Site, to users who have registered with us. You must ensure that any registration details you provide are accurate. If you choose, or you are provided with, a log-on ID (such as a username and password or other identifier) as part of our security procedures, you must treat such information as confidential and must not reveal it to anyone else. You are responsible for all activities that occur under your log-on ID and must notify us immediately of any unauthorised use or other security breach of which you become aware. We reserve the right to disable any log-on ID, at any time, if in our opinion you have failed to comply with any of the provisions of these terms of use or if any details you provide for the purposes of registering as a user prove to be false.

We cannot guarantee the continuous, uninterrupted or error-free operability of the Site. There may be times when certain features, parts or content of the Site, or the entire Site, become unavailable (whether on a scheduled or unscheduled basis) or are modified, suspended or withdrawn by us, in our sole discretion, without notice to you. You agree that we will not be liable to you or to any third party for any unavailability, modification, suspension or withdrawal of the Site, or any features, parts or content of the Site.

### 3.0 What you are allowed to do

You may only use the Site for non-commercial use and only in accordance with these terms of use. You may retrieve and display content from the Site on a computer screen, print and copy individual pages and, subject to the next section, store such pages in electronic form. Additional terms may also apply to certain features, parts or content of the Site and, where they apply, will be displayed on-screen or accessible via a link.

### 4.0 What you are not allowed to do

Except to the extent expressly set out in these terms of use, you are not allowed to:

- 'scrape' content or store content of the Site on a server or other storage device connected to a network or create an electronic database by systematically downloading and storing all of the content of the Site;
- remove or change any content of the Site or attempt to circumvent security or interfere with the proper working of the Site or the servers on which it is hosted; or
- create links to the Site from any other website, without our prior written consent, although you may link from a website that is operated by you provided the link is not misleading or deceptive and fairly indicates its destination, you do not imply that we endorse you, your website, or any products or services you offer, you link to (and do not frame or replicate) the home page of the Site, and the linked website does not contain any content that is unlawful, threatening, abusive, defamatory, pornographic, obscene, vulgar, indecent, offensive or which infringes on the intellectual property rights or other rights of any third party.

You must only use the Site and anything available from the Site for lawful purposes (complying with all applicable laws and regulations), in a responsible manner, and not in a way that might damage our name or reputation or that of any of our affiliates.

All rights granted to you under these terms of use will terminate immediately in the event that you are in breach of any of them.

### 5.0 Intellectual property rights

All intellectual property rights in any content of the Site (including text, graphics, software, photographs and other images, videos, sound, trademarks and logos) are owned by us or our licensors. Except as expressly set out here, nothing in these terms of use gives you any rights in respect of any intellectual property owned by us or our licensors and you acknowledge that you do not acquire any ownership rights by downloading content from the Site. In the event you print off, copy or store pages from the Site (only as permitted by these terms of use), you must ensure that any copyright, trade mark or other intellectual property right notices contained in the original content are reproduced.

### 6.0 Content

We may change the format and content of the Site from time to time. You agree that your use of the Site is on an 'as is' and 'as available' basis and at your sole risk.

Whilst we try to make sure that all information contained on the Site (other than any user-generated content) is correct, it is not intended to amount to authority or advice on which reliance should be placed. You should check with us or the relevant information source before acting on any such information.

Except to the extent that our General Terms and Conditions apply, we make or give no representation or warranty as to the accuracy, completeness, currency, correctness, reliability, integrity, quality, fitness for

purpose or originality of any content of the Site and, to the fullest extent permitted by law, all implied warranties, conditions or other terms of any kind are hereby excluded and we accept no liability for any loss or damage of any kind incurred as a result of you or anyone else using the Site or relying on any of its content.

We cannot and do not guarantee that any content of the Site will be free from viruses and/or other code that may have contaminating or destructive elements. It is your responsibility to implement appropriate IT security safeguards (including anti-virus and other security checks) to satisfy your particular requirements as to the safety and reliability of content.

## 7.0 Your personal information

Use of your personal information submitted to or via the Site is governed by our Privacy and Cookies Policy.

## 8.0 External links

The Site may, from time to time, include links to external sites. We include these to provide you with access to information, products or services that you may find useful or interesting. We are not responsible for the content of these sites or for anything provided by them and do not guarantee that they will be continuously available. The fact that we include links to such external sites does not imply any endorsement of or association with their operators or promoters.

## 9.0 General

Nothing in these terms of use shall limit or exclude our liability to you:

- for fraudulent misrepresentation;
- for breach of any term implied by the Consumer Rights Act 2015 and which, by law, may not be limited or excluded; or
- for any other liability that, by law, may not be limited or excluded.

Subject to this, if you are a consumer and not a business user, in no event shall we be liable to you for any business losses, and if you are a business user, in no event shall we be liable to you for any indirect or consequential losses, or for any loss of profit, revenue, contracts, data, goodwill or other similar losses, and any liability we do have for losses you suffer is strictly limited to losses that were reasonably foreseeable.

These terms of use shall be governed by English law, and you agree that any dispute between you and us regarding them or the Site will only be dealt with by the English courts, provided that, if you are a consumer and not a business user and live in a part of the United Kingdom other than England, the applicable law of that part of the United Kingdom will govern and any dispute will only be dealt with by the courts there. Nothing shall prevent us from bringing proceedings to protect our intellectual property rights before any competent court.

## 10.0 Contacting us

Please submit any questions you have about these terms of use or any problems concerning the Site by email to [info@netwealth.com](mailto:info@netwealth.com), by telephone on 020 3795 4747 between the hours of 9am to 5pm, Monday to Friday or write to us at:

Netwealth Investments, 60 Charlotte Street, London W1T 2NU.