

LONDON & CAPITAL WEBSITE TERMS AND CONDITIONS

London
&Capital

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PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS SITE

WHAT'S IN THESE TERMS?

These terms tell you the rules for using our website londonandcapital.com (our site).

Click on the links below to go straight to more information on each area:

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- [We may suspend or withdraw our site >](#)
- [We may transfer this agreement to someone else >](#)
- [You must keep your account details safe >](#)
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- [We are not responsible for websites we link to >](#)
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WHO WE ARE AND HOW TO CONTACT US

Londonandcapital.com is a site operated by London and Capital Group Limited and its group companies (“We”).

London and Capital Group Limited is registered in England and Wales under company number 03657403 and has its registered office at Two Fitzroy Place, 8 Mortimer Street, London W1T 3JJ. Our VAT number is GB-751 8153 32.

London and Capital Asset Management Limited is registered in England and Wales under company number 02112588. It is authorised and regulated by the Financial Conduct Authority of 12 Endeavour Square, Stratford, London E20 1JN, with Firm Reference Number 143286.

London and Capital Wealth Advisers Limited registered in England and Wales under company number 02080604. It is authorised and regulated by the UK Financial Conduct Authority of 12 Endeavour Square, Stratford, London E20 1JN, with Firm Reference Number 120776, and by the U.S. Securities and Exchange Commission of 100 F Street, NE Washington, DC 20549, with SEC Firm Reference Number 801-63787.

London and Capital Wealth Management Europe, Agencia de Valores, S.A. is registered in Spain holding tax identification number A16860488. It is authorised by the Comisión Nacional del Mercado de Valores (CNMV), Edison 4, 28006 Madrid, with Firm Registration Number 307.

TO CONTACT US, PLEASE EMAIL

invest@londonandcapital.com

or + 44 207 396 3200.

BY USING OUR SITE YOU ACCEPT THESE TERMS

By using our site, 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 site.

We recommend that you print a copy of these terms for future reference.

THERE ARE OTHER TERMS THAT MAY APPLY TO YOU

These terms of use refer to the following additional terms, which also apply to your use of our site:

- Our Privacy Policy
<https://www.londonandcapital.com/wp-content/uploads/2023/05/PRIVACY-NOTICE-v4.pdf>
See further under How we may use your personal information.
- Our Cookie Policy,
<https://www.londonandcapital.com/cookie-policy>
which sets out information about the cookies on our site.

WE MAY MAKE CHANGES TO THESE TERMS

We amend these terms from time to time. Every time you wish to use our site, please check these terms to ensure you understand the terms that apply at that time.

WE MAY MAKE CHANGES TO OUR SITE

We may update and change our site from time to time.

WE MAY SUSPEND OR WITHDRAW OUR SITE

Our site is made available free of charge.

We do not guarantee that our site, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of our site for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.

You are also responsible for ensuring that all persons who access our site through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

WE MAY TRANSFER THIS AGREEMENT TO SOMEONE ELSE

We may transfer our rights and obligations under these terms to another organisation.

YOU MUST KEEP YOUR ACCOUNT DETAILS SAFE

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 of use.

If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify your relationship manager.

WE ARE NOT RESPONSIBLE FOR EMAIL

Email and any other messages that are sent over the Internet cannot be guaranteed to be completely secure. Such messages are subject to possible interception, alteration or loss. We shall not be responsible for any such issues and we shall not be liable to you for any damages or otherwise in connection with any message sent by you to us or any message sent by us to you over the Internet.

HOW YOU MAY USE MATERIAL ON OUR SITE

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You may print off one copy, and may download extracts, of any page(s) from our site for your personal use and you may draw the attention of others within your organisation to content posted on our site.

You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

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

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

DO NOT RELY ON INFORMATION ON THIS SITE

The content on our site 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 site. If you do take any such action, you do so at your own risk.

The information or any opinions contained on our site do not constitute, and should not be interpreted as, an offer to sell or a solicitation, or offer to buy, any securities or financial instruments, investment advice, or any advice or recommendation regarding any such securities or other financial instruments.

Although we make reasonable efforts to update the information on our site, we make no representations, warranties or guarantees, whether express or implied, that the content on our site is accurate, complete or up to date.

WE ARE NOT RESPONSIBLE FOR WEBSITES WE LINK TO

Where our site 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.

OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

Whether you are an individual 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.
- Different limitations and exclusions of liability will apply to liability arising as a result of the supply of any products to you, which will be set out in our terms and conditions and/or our discretionary asset management agreements and/or other contractual arrangements with you.
- If you are a business user:
 - We exclude all implied conditions, warranties, representations or other terms that may apply to our site 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 site; or
 - use of or reliance on any content displayed on our site.
 - 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 an individual user:

- Please note that we only provide our site for domestic and private use. You agree not to use our site 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.

HOW WE MAY USE YOUR PERSONAL INFORMATION

We will only use your personal information as set out in our Privacy Policy: <https://www.londonandcapital.com/wp-content/uploads/2023/05/PRIVACY-NOTICE-v4.pdf>

WE ARE NOT RESPONSIBLE FOR VIRUSES AND YOU MUST NOT INTRODUCE THEM

We do not guarantee that our site will be secure or free from bugs or viruses.

You are responsible for configuring your information technology, computer programmes and platform to access our site. You should use your own virus protection software.

You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to our site, the server on which our site is stored or any server, computer or database connected to our site. You must not attack our site 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. 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. In the event of such a breach, your right to use our site will cease immediately.

RULES ABOUT LINKING TO OUR SITE

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 site in any website that is not owned by you.

Our site must not be framed on any other site, nor may you create a link to any part of our site other than the home page.

We reserve the right to withdraw linking permission without notice.

If you wish to link to or make any use of content on our site other than that set out above, please contact:

Marketing@londonandcapital.com

WHICH COUNTRY'S LAWS APPLY TO ANY DISPUTES?

If you are a consumer in the United Kingdom, please note that these terms of use, their subject matter and their formation, are governed by English law; if you are a consumer in Spain, please note that these terms of use, their subject matter and their formation, are governed by Spanish law. You and we both agree that the courts of Spain will have exclusive jurisdiction.

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.

OUR TRADEMARK IS REGISTERED

London & Capital is a UK registered trademark and an EU registered trademark of London and Capital Asset Management Limited. You are not permitted to use it without our approval, unless they are part of material you are using as permitted under [How you may use material on our site.](#) >

The value of investments and any income from them can fall as well as rise and neither is guaranteed. Investors may not get back the capital they invested. Past performance is not indicative of future performance. The material is provided for informational purposes only. No news or research item is a personal recommendation to trade. Tax treatment depends on the individual circumstances of each client and may be subject to change in the future. Nothing contained herein constitutes investment, legal, tax or other advice.

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