



TERMS AND CONDITIONS FOR ONLINE VALUATION SERVICE

IMPORTANT: You agree to be legally bound by these terms and conditions if you proceed to access the online valuation service

GLOSSARY

"We" means James Hambro & Partners LLP (Registered Office: Ground Floor, Ryder Court, 14 Ryder Street, London SW1Y 6QB) and "our" and "us" shall also refer to James Hambro & Partners LLP. "You" means the authorised user, or users in the case of a joint-holding account, provided with a User ID by us to obtain access to the Service and "your" shall also refer to such authorised user(s). "Service" means the James Hambro & Partners LLP online valuation service website at www.jameshambro.com.

The Service is provided by us to enable you to have access to frequently updated information. The information available from the Service is only a tool for enabling you to monitor the progress of an investment portfolio, it is not financial advice and it is not in any case sufficient information upon which to base an investment decision. You should check that the information obtained from the Service is correct and up-to-date. For various reasons, outside our control, the Service may not always provide accurate information.

1. Access and Use

We grant you a personal and non-transferable right to access and use the Service in accordance with any instructions set out on our web site or otherwise issued by us and subject to these Terms and Conditions. Please read these Terms and Conditions carefully. By accessing and using the Service you agree to be bound by these Terms and Conditions and to abide by our instructions in respect thereof. You may be authorised to use the service as well as other parties nominated by you. We may decline to authorise a user without giving a reason and similarly may withdraw authorisation without giving a reason.

We shall use our best efforts to keep your information private and confidential but it is understood that the nature of the Internet is such that certain inherent security risks exist. We shall only share your data with third parties where necessary; examples of such third parties include our technology partners and government bodies which may legally be able to require disclosure. Where it is necessary to share information about you with our technology partners, we shall require them to undertake not to share your information with others without similar standards being in force. We cannot be responsible for other websites linked to ours. You acknowledge that our computer systems will keep a record of access to the Service that has been obtained using your User ID and password.

The Service is protected by copyright and other intellectual property rights and may only be downloaded and viewed by you or printed out in hard-copy form by you for your personal use. The Service is not to be made available on a network or otherwise reproduced, transmitted or incorporated into any work in whole or in part without our prior written permission. All other rights are reserved by us.

We may at any time modify or withdraw the Service.

Please note that it is your responsibility to provide and pay for suitable technology and telecommunications services to access the Service and any upgrade of these that may from time to time be necessary.

2. Securities

You are responsible for protecting the secrecy of your password and User ID code and ensuring that no unauthorised access is obtained to the Service using your password and User ID code. You will be solely liable for all activities conducted through your password and User ID code whether authorised by you or not.

If for any reason you believe your password or User ID code is no longer secret, please call us on +44 (0)20 7078 0088.

We may suspend the use of your password and User ID code if we suspect misuse or breach of security by you or any other person. We will inform you of such action as soon as is reasonably possible and liaise with you in respect of re-granting access to the Service.

3. Information

The Service to be provided will consist of details of your portfolio with us. The scope and content of the information may vary from time to time. Initially, the information concerns valuations of your portfolio with us, to be updated normally on a once-a-day basis, excluding weekends and public holidays.

4. Warranties, Liability and Indemnity

Whilst we will use all reasonable skill and care in producing the Service and ensuring that the Service is available at all times, you acknowledge that access to it might not be uninterrupted or error free and could be subject to delays in particular, but not only, as a result of the Service being provided by the public Internet.

We shall use all reasonable skill and care to ensure that data provided over the Internet is accurate and timely but you acknowledge that various limitations exist. In particular, we rely on third parties (in a number of ways which may change over time) for pricing information, investment data, other source data, and other services. We shall not be liable to you for any loss you may incur as a result of information provided by sub-contractors, third parties, or us. You should be aware that the pricing information on some stocks is revised less frequently than on others so that real world changes may not be reflected in the data provided.

We make no representations or warranties, express or implied, regarding the Service, including but not limited to its quality or fitness for a particular purpose, and all representations, conditions, warranties, terms and conditions whether express or implied by statute, common law or otherwise are excluded. In no event shall we be liable to you for any indirect, special, incidental, punitive or consequential losses or damages (including third party claims, loss of profits, revenue or goodwill) suffered by you or any third party howsoever caused (including any such loss or damage suffered by you as a result of an action brought by a third party) arising in relation to the Service.

Any exclusions or limitation of liability within these Terms and Conditions are made to the fullest extent permitted by law and are subject to the Rules of The Financial Conduct Authority.

5. Termination

We may terminate your access to the Service immediately without notice if you are in breach of any of these Terms and Conditions and your access to the Service will also end in the following circumstances:

- You no longer remain a client of ours.
- You write to us confirming that you wish these Terms and Conditions to be varied or to cease to apply, or;
- We give notice to you in writing of the ending of the Service, which we shall be entitled to do for any reason whatsoever.

6. General

These Terms and Conditions represent the entire agreement between us relating to the Service. Delay or failure by us in enforcing these Terms and Conditions will not constitute a waiver by us of rights or remedies. We may modify these Terms and Conditions at any time by on-screen message on the Service, by electronic message or by letter, effective from the date the modified Terms and Conditions are first made available to you. If any part of these Terms and Conditions is held to be invalid or unenforceable, the validity or enforceability of the remainder will not be affected.

These Terms and Conditions set out the basis for the use of our online valuation service website, and are additional to the terms of business that apply at any time to the provision of other services by us to you.

If you are proposing to use the Service from a location outside the United Kingdom, you are responsible for ensuring that under the laws applicable in that other location you may lawfully use the Service.

7. Governing Law and Jurisdiction

These Terms and Conditions will be governed by and construed in accordance with English law and we both submit to the exclusive jurisdiction of the English courts.