

## Website Terms & Conditions



Before you start to use this website, please read these Website Terms and Conditions of Use ("terms and conditions") carefully and contact us (details below) if you have any questions.

The terms and conditions are divided into two parts. Part A includes general commercial terms governing your use of this website. Part B contains terms relevant to financial services regulatory matters. Both parts include important information regarding your legal rights, remedies and obligations. These include various limitations and exclusions on our liability to you.

To give you a better browsing experience, this website uses cookies. You can read more about how we use cookies in our Privacy & Cookies Policy which are included in the website.

Unless otherwise stated, all data displayed on this website is sourced internally as at 31 December 2020.

## Part A

### 1. Introduction

1.1 This website is owned and operated by MASECO LLP ("MASECO") and these general site terms and conditions govern your use of this website and are set out herein.

1.2 By using our website, you accept these terms and conditions in full. Accordingly, if you disagree with these terms and conditions or any part thereof, you must not use our website. If you use any of our website services, we will ask you to agree expressly to these terms and conditions.

1.3 You must be at least 18 years of age to use our website and by using it or agreeing to these terms and conditions, you warrant and represent to us that you are at least 18 years of age.

1.4 Our website uses cookies. By using it or agreeing to these terms and conditions, you consent to our use of cookies in accordance with the terms of our Privacy and Cookies Policy.

1.5 Nothing in this site constitutes or shall be construed as constituting financial or other professional advice in any way. If you decide to appoint MASECO to provide you with any of its wealth management services, you should not rely solely on the information contained within these website pages.

1.6 You can contact us by writing to us at our registered office or

- by email to: [enquiries@masecopw.com](mailto:enquiries@masecopw.com)
- by telephone on +44 (0) 20 7043 0455.

As required under applicable laws and regulations, MASECO will record all telephone and electronic communications and conversations with you that result or may result in the undertaking of transactions in financial instruments on your behalf. Such records will be kept for a period of 5 years (or up to 7 years upon request from the Financial Conduct Authority) and will be provided to you upon request.

## 2. Copyright Notice

2.1 Copyright in the pages of this site, in the screen displaying the pages and in the information, text, graphics and material contained therein and their arrangement is owned by MASECO unless otherwise stated.

2.2 All trademarks, service marks, company names or logos are the property of their respective holders and no permission is given by MASECO in respect of the use of any such trademarks, service marks, company names or logos and such may constitute an infringement of the holders rights.

2.3 Subject to the express provisions of these terms and conditions:

- a. we, together with our licensors, own and control all the copyright and other intellectual property rights in our website and the material on our website; and
- b. all the copyright and intellectual property rights in our website and the material on our website are reserved.

2.4 Copyright in certain content and materials is owned by third parties and is reproduced on or made available through this website with the permission of the third party copyright owners. The restrictions in this Clause 2 apply equally to all such third party content and materials.

## 3. Licence to use Website

3.1 You may:

- a. view pages from our website in a web browser;
- b. download pages from our website for caching in a web browser;

- c. print pages from our website;
- d. stream audio and video files from our website; and
- e. use our website services by means of a web browser, subject to the other provisions of these terms and conditions.

3.2 Except as expressly permitted in clause 3.1 above or the other provisions of these terms and conditions, you are not permitted to download any material from our website or save any such material to your computer.

3.3 You may only use our website for your personal and non-commercial purposes and you must not use our website for any other purposes.

3.4 You are responsible for making all arrangements necessary for you to have access to this website and for all telephone, internet service provider and other costs incurred in accessing and using this website. You are also responsible for ensuring that all persons who access this website through your internet connection are aware of these terms and conditions and that they comply with and accept them, as relevant.

3.5 Except as expressly permitted by these terms and conditions, you must not edit or otherwise modify any material on our website.

3.6 Unless you own or control the relevant rights in the material, you are not permitted to:

- a. republish material from our website (including republication on another website);
- b. sell, rent or sub-license material from our website;
- c. show any material from our website in any public forum (whether physical or electronic format);
- d. reproduce, duplicate, copy or otherwise exploit material from our website for commercial purpose; or
- e. redistribute material from our website without our prior written consent.

3.7 Whilst MASECO uses every reasonable effort to maintain the availability of its website, we cannot guarantee its availability, or the continuation of the services offered through it or that access will be uninterrupted or error free. We reserve the right to restrict access to areas of our website, or indeed our whole website, at our absolute and sole discretion. You must not circumvent or bypass, or attempt to circumvent or bypass, any access restriction measures on our website.

## 4. Acceptable Use

4.1 You must not:

- a. use our website:
  - i. in any way or take any action that causes, or may cause, damage to the website or impairment of the performance, availability or accessibility of the website;
  - ii. in any way that is unlawful, illegal, fraudulent or harmful or in connection with any unlawful, illegal, fraudulent or harmful purposes or activities;
  - iii. to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, keystroke logger, rootkit or other malicious computer software;
- b. conduct any systematic or automated data collection activities (including, without limitation) scraping, data mining, data extraction and data harvesting) on or in relation to our website without our express prior written consent;
- c. violate the directives set out in the robots.txt file for our website;
- d. use data collected from our website:
  - i. for any direct marketing activity (including, without limitation, email marketing, SMS marketing, telemarketing and direct mailing) without our express prior written agreement; or
  - ii. to contact individuals, companies or other persons or entities.

4.2 You must ensure that all the information you supply to us through our website or in relation to our website is true, accurate, current, complete and not misleading.

4.3 If you have client login details you must not disclose your passwords to third parties.

## 5. Limited warranties

5.1 Whilst MASECO has taken all reasonable care to ensure that the information contained within the pages of this website is accurate, current, complete and complies with applicable laws and regulations, all information is provided on an 'as is' basis and this means that, except where prohibited by law, we do not warrant or represent:

- a. the completeness or accuracy of the information published on our website;
- b. that the material on the website is up-to-date; or

- c. that the website or any service on the website will remain available.

5.2 We reserve the right to discontinue or alter any or all of our website services, and to stop publishing our website, at any time in our absolute and sole discretion without notice or explanation; and save to the extent that these terms and conditions expressly provide otherwise, you will not be entitled to any compensation or other payment upon such discontinuance or alteration of any website services or if we stop publishing the website.

5.3 To the maximum extent permitted by applicable law and subject to Clause 6.1.1, we exclude all representations and warranties relating to the subject matter of these terms and conditions, our website and the use of our website.

## 6. Limitations and exclusions of liability

6.1 Nothing in these terms and conditions will:

- a. limit or exclude any liability for death or personal injury resulting from negligence;
- b. limit or exclude any liability for fraud or fraudulent representation;
- c. limit any liabilities in any way that is not permitted under applicable law; or
- d. exclude any liabilities that may not be excluded under applicable law.

6.2 The limitations and exclusions of liability set out in the Clause 6 and elsewhere in these terms and conditions:

- a. are subject to Clause 6.1; and
- b. govern all liabilities arising under these terms and conditions or relating to the subject matter of these terms and conditions, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty.

6.3 We will not be liable to you in respect of any:

- a. losses arising out of any event or events beyond our reasonable control;
- b. business losses, including (without limitation) loss of or damage to profits, income, revenue, use, production, anticipated savings, business, contracts, commercial opportunities or goodwill;
- c. loss or corruption of any data, database or software; and

- d. special, indirect or consequential loss or damage.

6.4 We take all reasonable precautions to seek to keep secure all confidential information you send to us, including precautions against unauthorised access or loss. However, in common with all website operators, we cannot guarantee the security of any data transmitted by internet or through this website. You are advised not to communicate with us by these methods unless you accept the security implications of so doing. We strongly recommend that you do not send us confidential information or commercially sensitive information or sensitive personal data (e.g. data about health or medical conditions) by email or through this website. Communications sent by you via internet email or through this website are sent at your own risk.

6.5 This website may make available from time to time, information and resources of third parties, including (without limitation) text, graphics, audio, visuals (including still visual images) and/or audio-visual material, software, data or other multimedia content, information and material, including the metadata relating to any such content ("Third Party Content"). You acknowledge that the Third Party Content made available through our website:

- a. has not been created or endorsed by us and that we have no control over and assume no responsibility for the Third Party Content;
- b. is made available for general information purposes only and the availability of Third Party Content on our website does not constitute a recommendation or solicitation to make any investment decision or enter into any transaction; and
- c. is obtained from sources reasonably believed by MASECO to be reliable but no guarantees are made by MASECO or the providers of the Third Party Content as to its accuracy, completeness or timeliness.

6.6 This website may contain, or be linked to, websites owned or operated by third parties. We do not make any representation as to the accuracy, completeness or timeliness of such information and any use you make of such third party websites is entirely at your own risk.

## 7. Breaches of these Terms & Conditions

7.1 Without prejudice to our other rights under these terms and conditions, if you breach these terms and conditions in any way, or if we reasonably suspect that you have breached these terms and conditions in any way, we may:

- a. send you one or more formal warnings;
- b. temporarily suspend your access to our website;
- c. permanently prohibit you from accessing our website;
- d. block computers using your IP address from accessing our website;
- e. contact any or all of your internet service providers and request that they block your access to our website;
- f. commence legal action against you, whether for breach of contract or otherwise; and/or
- g. suspend or delete your account on our website.

7.2 Where we suspend or prohibit or block your access to our website or a part of our website, you must not take any action to circumvent such suspension or prohibition or blocking (including, without limitation, creating and/or using a different account).

## 8. Variation

We reserve the right in our absolute and sole discretion to revise these terms and conditions from time to time and without notice to remove, amend or vary any of the content which appears on any page of this website. Any changes to these terms and conditions will be posted on this site and will apply to the use of our website from the date of their publication on the website. By continuing to use this site following any such change you will be agreeing to be bound by the revised conditions.

## 9. Assignment

You hereby agree that we may assign, transfer, sub-contract or otherwise deal with our rights and/or obligations under these terms and conditions. You may not, without our prior written consent, assign, transfer, sub-contract or otherwise deal with any of your rights and/or obligations under these terms and conditions.

## 10. Severability

If a provision of these terms and conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect. If any unlawful and/or unenforceable provision of these terms and conditions would be unlawful or enforceable if part of it were deleted, that part will be deemed to be deleted and the rest of the provision will continue in effect.

## 11. Third Party Rights

These terms and conditions are for our benefit and your benefit and are not intended to benefit or be enforceable by any third party. The exercise of the parties' rights under these terms and conditions is not subject to the consent of any third party.

## 12. Entire Agreement

Subject to Clause 6.1, these terms and conditions, together with our Privacy and Cookies Policy, constitute the entire agreement between you and us in relation to your use of our website and supersede all previous agreements between you and us in relation to your use of our website.

## 13. Dispute Resolution

If any dispute arises out of these terms and conditions you agree that, in the first instance, we will attempt to settle such dispute by mediation in accordance with the Model Mediation Procedure of the Centre for Dispute Resolution. The number of mediators shall be one and the mediation shall be conducted in English.

## 14. Governing Law and Jurisdiction

These terms and conditions (and any non-contractual obligations arising out of or in connection with it) shall be governed by and construed in accordance with the laws of England and Wales. In the event that any disputes cannot be resolved in accordance with Clause 13, the courts of England shall have exclusive jurisdiction to settle any dispute or claims which may arise in connection with these terms and conditions (including in relation to any non-contractual obligations).

**Part B**

**1. Statutory Disclosures**

1.1 MASECO LLP is registered under the laws of England and Wales as a limited liability partnership under registration number OC337650. MASECO LLP trades as MASECO Private Wealth and MASECO Institutional. Its registered office is at Burleigh House, 357 Strand, London WC2R 0HS, United Kingdom.

1.2 Our VAT number is 110450280.

**2. Regulatory Disclosures**

2.1 MASECO LLP is authorised and regulated by the Financial Conduct Authority in the conduct of investment business in the UK. The firm's Financial Services register number is 489718. The Financial Conduct Authority maintains a public register of all firms, individuals and other bodies they regulate. This can be accessed via the FCA's website, <https://www.fca.org.uk>. The FCA can be contacted at 12 Endeavour Square, London E20 1JN.

2.2 MASECO LLP is also registered with the US Securities and Exchange Commission as a Registered Investment Adviser. The relevant provisions of the Investment Advisors Act of 1940 only apply with respect to the firm's dealings with US clients. The firm's SEC registration number is 801-69385. The SEC maintains a public register of all registered investment advisers. This can be accessed via the Investment Adviser Public Disclosure website, <https://www.adviserinfo.sec.gov/IAPD/>.

2.3 If you feel that we have not properly addressed a complaint, you may have the right to refer your complaint to the UK Financial Ombudsman Service at Exchange Tower, London E14 9SR, United Kingdom. Contact details are:

Telephone: 0800 023 4567  
(Telephone calls to this number are free from UK landlines and most UK mobile 'phones.)  
0300 123 9123  
(Telephone calls to this number from a UK landline cost no more than calls to 01 and 02 numbers.)

The above numbers may not be available if you are calling from outside the UK. If calling from outside the UK, please call on: +44(0)20 7964 0500

Further information about the Financial Ombudsman Service is available from their website, <https://www.financial-ombudsman.org.uk>

2.4 In the UK, MASECO LLP is covered by the Financial Services Compensation Scheme (FSCS). Clients of MASECO LLP may be entitled to compensation from the FSCS if we are unable to meet our obligations to them. Further information about the FSCS is available from The Financial Services Compensation Scheme, PO Box 300, Mitcheldean GL17 1DY, United Kingdom. Contact details are:

Telephone: 0800 678 1100  
(Telephone calls to this number are free from UK landlines and most UK mobile 'phones.)

The above number may not be available if you are calling from outside the UK. If calling from outside the UK, please call on: +44 (0) 20 7741 4100.

Website: <https://www.fscs.org.uk>

2.5 We have an obligation to you to identify and manage the conflicts of interest that may arise within our business. It is important to us that you know that we will use all reasonable endeavours to ensure that we identify these conflicts, look to resolve them and to treat you fairly. Further details are set out in our Conflicts of Interest Policy which is contained within this website.

2.6 The information on this website is not to be regarded as an offer to buy or sell, or the solicitation of an offer to buy or sell, securities or investments in any jurisdiction other than the United Kingdom.

**2.7 Risk Warnings:**

- Past performance is not a reliable indicator of future results.
- Any information or material on this website which contains illustrations of potential risk or return are illustrative only and do not necessarily reflect possible actual maximum loss or gain.
- All investments involve risk and may lose value.
- The value of your investment can go down depending upon market conditions and you may not get back the original amount invested.
- Your capital is always at risk.

- Currency exchange rates may cause the value of an investment and/or a portfolio to go up or down.
- Alternative strategies involve higher risks than traditional investments, such as speculative investment techniques, which can magnify the potential for investment loss or gain.
- In providing our services, we may use certain products in the construction of our model portfolios (in order to give exposure to particular investment strategies) which may not be regulated in the UK and therefore you will not have the benefit of the protections afforded by the UK regulatory regime.
- Information or material on this website which talks about potential tax benefits is based on our understanding of current tax law and practice and may be subject to change. The levels and bases of, and reliefs from, taxation is subject to change. **The tax treatment depends on the individual circumstances of each client and may be subject to change in the future.**
- Investment in overseas markets, and in particular emerging markets, which may have lower levels of economic and/or capital market development may have higher levels of share price and currency volatility which could adversely affect the value of any investment in that country.

