

# WEBSITE TERMS OF USE (UK)

Please read these terms of use carefully before using this website. By accessing this website and any of its pages, you are agreeing to these terms.

## 1. What is in our website terms of use?

The terms for using those pages of our website accessed via <http://www.hl.co.uk/equitable-advice> or <http://www.eq-advice.hl.co.uk> are set out in this document. The sections of this document are outlined below:

- Who we are and how to contact us
- Acceptance of these terms
- Other terms that apply to your use of our website
- Changes to these terms
- Changes to our website
- Users of our website
- Use of the materials on our website (intellectual property rights)
- Disclaimer
- Availability of our website
- Account security
- Our information technology systems
- Linking to our website
- Liability
- Termination
- General
- Applicable laws

## 2. Who we are and how to contact us

This website is operated by Hargreaves Lansdown Asset Management Limited (a subsidiary of Hargreaves Lansdown plc) which is registered in England and Wales with company number 01896481, and is authorised and regulated by the Financial Conduct Authority (the FCA). Our FCA Register number is: 115248, see FCA Register for registration details. The FCA's Head Office is at 12 Endeavour Square, London E20 1JN.

The website content is provided by Hargreaves Lansdown Advisory Services Limited. Hargreaves Lansdown Advisory Services Limited is authorised and regulated by the Financial Conduct Authority (FCA Register number 189627, see FCA Register for registration details) and is registered in England and Wales with company number 3509545. Hargreaves Lansdown Equitable Advice is a trading name of Hargreaves Lansdown Advisory Services Limited.

Hargreaves Lansdown PLC is listed on and regulated by the London Stock Exchange and registered in England and Wales with company number 02122142.

The registered office for all Hargreaves Lansdown companies is 1 College Square South, Anchor Road, Bristol BS1 5HL.

The VAT number for all of the above companies is GB 433871640.

References in these terms to "we", "us" or "our" are references to the Hargreaves Lansdown group company which provides the relevant content.

References to "users", "clients" or "you" are references to you and any other person accessing our website.

These terms and conditions apply to all of the content contained on our website, irrespective of the entity providing the material.

To contact us, please telephone our helpdesk on 0117 906 7800.

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

## 4. Other terms that apply to your use of our website

The following additional terms will also apply to your use of our website:

- our [Privacy Policy](#), which sets out the terms on which we process any personal data we collect from you, or that you provide to us. By using our website, you consent to such processing and you warrant that all data provided by you is accurate; and
- our [Cookie Policy](#), which sets out information about the cookies on our website.

Where you use the website to procure personalised advice from us on the investment of the proceeds of your Equitable Life With-Profits fund, please also ensure you have read the applicable Key Facts and Terms of Business which relate to the provision of that advice.

## 5. Changes to these terms

We may amend these terms from time to time and any amended version will apply as soon as it is posted on our website. Every time you wish to use our site, please check these terms to ensure you understand the terms that apply at that time.

## 6. Changes to our website

We may at our sole discretion update and change our website from time to time, including changing the format and content of the website. We will try to give you reasonable notice of any major changes.

## 7. Users of our website

Our website is intended for investors over 18 years of age who are resident in the UK only. The website and the information contained therein should not be regarded as an offer or solicitation to conduct business in any jurisdiction other than the UK.

We do not represent that any content available on or through our site is appropriate for use or available in other locations outside of the UK.

You are 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. If you know or suspect that anyone is using the website other than in compliance with these terms, you must promptly notify us.

## 8. Use of the materials on our website (intellectual property rights)

All copyright and other intellectual property rights in any material (including text, photographs and other images and sound) contained in our website is either owned by us or has been licensed to us by

the rights owner(s) for use by us on our website. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

You are not permitted to use any of our trademarks without our prior written approval, except as permitted by this section of our terms and conditions.

You may print off one copy, and may download extracts, of any page(s) from our website for your personal use. 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 website must always be acknowledged.

You are only allowed to use the website and the material contained within the site as set out in these terms and conditions. You must not use any part of the content on our site for commercial purposes without obtaining a licence to do so from us or our licensors. 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.

You may use our site only for lawful purposes. You may not use our site in any way that breaches any applicable local, national or international law or regulation, or in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect. You also agree not to reproduce, duplicate, copy or re-sell any part of our site in contravention of the provisions of our terms of website use.

You are entitled to reasonable use of the website. If we consider, in our reasonable opinion, that your use of any of the website is not reasonable, we reserve the right to cease providing the website and online services to you. We will not be liable for any loss you suffer as a result of such a cessation.

## **9. Disclaimer**

You may use the website to procure personalised advice from us on the investment of the proceeds of your Equitable Life With-Profits fund. This advice is subject to the applicable Key Facts and Terms of Business for the provision of that advice. Any other information provided on our website is for general information only. Nothing on our website should be construed as being personalised financial, investment or professional advice, or shall be deemed to constitute the offer or provision of such advice. You should always obtain advice from a qualified financial adviser before making any investment decision.

While we endeavour to ensure that all content on the website is correct, we cannot guarantee this. It is your responsibility to check that any such content is accurate, complete and up-to-date. We will not be liable to you (or anyone else) for any loss or damage suffered in connection with the content provided on our website.

## **10. Availability of our website**

We do not guarantee that our website (or any of the content on it) will always be available or uninterrupted, and we cannot guarantee that access to the website will be available at all times or without delay. You acknowledge that our website may be interrupted and that any services available may be interrupted and variable in certain circumstances.

We may, at our absolute discretion, suspend, withdraw or restrict, the operation of our website and online services where we consider it necessary. For example, suspension may be necessary for technical reasons, emergencies, regulatory reasons, where we decide it is sensible for our or our clients' protection, in periods of exceptional trading activity or to ensure the continued availability of other services.

Occasionally, we may need to suspend the provision of our website and online services to maintain or upgrade our systems. We will not be liable to you if our systems or services are unavailable to you for trading or information purposes for whatever reason.

## **11. Account security**

If you choose, or you are provided with, a secure number, password or any other piece of information as part of our security procedures, you must treat such information as confidential.

It is your responsibility to have secure access to the internet and we strongly suggest that you do not use the same password for any other online accounts you hold.

You must not disclose your creditor reference, passwords, or other secure information to any other party. Where we believe the integrity of our systems could be compromised by you providing your username and password details to a third party, we reserve the right to block online access to your account.

Where such disclosure leads to your account being blocked we will not be liable for any losses that could arise. We cannot accept any liability for any financial loss resulting from you not having complied with these terms and conditions or failure to take reasonable security precautions.

If you know or suspect that anyone other than you knows your secure number or password, you must promptly notify us by calling 0117 906 7800 or emailing us at [el-advice-support@hl.co.uk](mailto:el-advice-support@hl.co.uk).

## **12. Our information technology systems**

We do not guarantee that our website will be secure or free from bugs or viruses. You are responsible for configuring your information technology, computer programmes and platform to access our website. You should use your own virus protection software.

You must not misuse our website 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 website, the server on which our website 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.

We do not accept any liability for loss or damage suffered by users as a result of accessing website contents using a computer which contains any virus or which has been maliciously corrupted. We encourage the widespread use of antivirus programs so that you can protect your computer from viruses and other malware. Users should refresh their browser each time they visit our website to ensure that they access the most up to date version of the website.

## **13. Linking to our website**

From time to time, we permit linking to third party websites from our website. We have no responsibility for the content of third party websites and do not control, maintain or endorse these sites in any way. We do not make any warranty as to the accuracy of the information contained within the links or linked-to sites. You access and use these third party websites at your sole risk and discretion, and we shall not be liable for any loss or damage suffered by you (or anyone else) as a result of linking to third party sites.

We permit and welcome linking by other sites to any part of our website, provided it is done in a way that is fair and legal and does not damage our reputation or take advantage of it. We reserve the right to withdraw

linking permission at any time without notice. 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. The website must not be framed on any other site.

Users may not delete or alter in any way any copyright, trade mark, intellectual property or other legal notices from any part of the website. Any third party sites, or pages which are linked to our website, have not been reviewed by us. We are not responsible for the authors or the content of other sites or pages linked or linking to our website and we accept no responsibility or liability for any losses or penalties whatsoever that may be incurred as a result of any linking to any location or any link sites.

#### **14. Liability**

Please note that if you are a consumer you are only permitted to use our website for domestic and private use, and must not use the website for any commercial or business purpose.

We draw your attention to section 9 of these terms which states that we will not be liable to you (or anyone else) for any loss or damage suffered in connection with the accuracy of the content provided on our website. Please refer back to this section for further details.

We cannot accept any liability for any financial loss resulting from you not having complied with these terms, or failure by you to take reasonable security precautions.

We do not exclude or limit in any way our liability to any user where it would be unlawful to do so. Nothing in these terms shall exclude or limit liability for: a) death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; b) fraud or fraudulent misrepresentation; or c) any duty which we may have under the Financial Services and Markets Act 2000 or the rules of the Financial Conduct Authority.

We have no liability for:

- any loss of profit, loss of revenue, loss of business, business interruption, loss of opportunity or any indirect, special or consequential loss;
- any losses which arise from any event beyond our reasonable control;
- any losses which could not reasonably have been anticipated; or
- your inability to access and/or use the website.

Please refer to our Terms & Conditions which include the Key Facts and Terms of Business for each advice service. These documents will provide details of any limits on our liability relating to personalised advice you receive from us via the website on the investments of the proceeds of your Equitable Life With-Profits fund.

Any technical support provided by our staff is given in good faith and we cannot accept liability for any data or information held on your computer, which may be lost or damaged in processes advised.

Neither we nor any of our information providers, licensors, directors or employees warrants that the supply of information to users will be uninterrupted or error free; neither do we (nor any such personnel) make any warranty as to the results to be obtained from use of our website.

Our website uses pop-up windows to display certain types of information. Please ensure that you have disabled pop-up blockers from your browser when using our website. We will not be held liable for any loss incurred as a result of your inability to view information resulting from the use of pop up blockers.

#### **15. Termination**

We may end your rights to use the website at any time if you have broken these terms in a serious way. If what you have done can be put right we will give you a reasonable opportunity to do so. If we do end your right to use the website you must immediately stop using it.

#### **16. General**

We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

You may only transfer your rights or your obligations under these terms to another person if we agree in writing.

These terms do not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

Each section of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

No delay, act or omission by us or you in enforcing these terms will prevent us or you from enforcing these terms at a later stage.

#### **17. Applicable laws and jurisdiction**

These terms of use, their subject matter and their formation, are governed by English law. You and we both agree that the courts of England and Wales will have exclusive jurisdiction except that if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are resident of Scotland you may also bring proceedings in Scotland.