

Website Terms and Conditions

1. About our Terms

- 1.1 These Terms explain how you may use the website available at <http://www.xpi.co.uk> (the **Site**).
- 1.2 By accessing or using the Site or otherwise indicating your consent, you agree to be bound by these Terms and the documents referred to in them.
- 1.3 If you do not agree with or accept any of these Terms, you should stop using the Site immediately.
- 1.4 This Site is operated by XP Investments UK LLP, trading as XP Investments Europe. XP Investments UK LLP is a limited liability partnership incorporated in England and Wales with number OC403105, with its registered office at New Penderel House 4th Floor, 283-288 High Holborn, London WC1V 7HP and its principal place of business at 70 Gracechurch Street, 3rd Floor, EC3V 0HR, London. XP Investments UK LLP is authorised and regulated by the Financial Conduct Authority.

2. Using the Site

- 2.1 The Site is intended for use only by those who can access it from within the UK. If you choose to access the Site from locations outside the UK, you are responsible for compliance with local laws where they are applicable.
- 2.2 We may prevent or suspend your access to the Site if you do not comply with any part of these Terms, any terms or policies to which they refer or any applicable law.

3. Your privacy and personal information

- 3.1 Your privacy and personal information are important to us. Any personal information that you provide to us will be dealt with in line with our privacy policy, which explains what personal information we collect from you, how and why we collect, store, use and share such information, your rights in relation to your personal information and how to contact us and supervisory authorities in the event you have a query or complaint about the use of your personal information.
- 3.2 Our privacy policy is available at <http://www.xpi.co.uk/privacypolicy>.

4. Ownership, use and intellectual property rights

- 4.1 This Site and all intellectual property rights in it including but not limited to any text, images, video, audio or other multimedia content are owned by us, our licensors or both (as applicable). We and our licensors reserve all of our and their rights in any intellectual property in connection with these Terms.
- 4.2 Nothing in these Terms grants you any legal rights in the Site other than as necessary to enable you to access the Site. You agree not to adjust to try to circumvent or delete any notices contained on the Site (including any intellectual property notices) and in particular in any digital rights or other security technology embedded or contained within the Site.
- 4.3 Trade marks: XP Investments UK and XP Investments Europe are our trade marks. Other trade marks and trade names may also be used on this Site. The use of any trade marks on the Site is strictly prohibited unless you have our prior written permission.

5. Submitting information to the Site

- 5.1 While we try to make sure that the Site is secure, we cannot guarantee the security of any information that you supply to us and therefore we cannot guarantee that it will be kept confidential.

6. Accuracy of information and availability of the Site

- 6.1 While we try to make sure that the Site is accurate, up-to-date and free from bugs, we cannot promise that it will be. Furthermore, we cannot promise that the Site will be fit or suitable for any purpose. Any reliance that you may place on the information on this Site is at your own risk.
- 6.2 We may suspend or terminate operation of the Site at any time as we see fit.
- 6.3 Content is provided for your general information purposes only and to inform you about us and our products. It does not constitute technical, financial or legal advice or any other type of advice and should not be relied on for any purposes.
- 6.4 While we try to make sure that the Site is available for your use, we do not promise that the Site is available at all times nor do we promise the uninterrupted use by you of the Site.

7. Hyperlinks and third party sites

- 7.1 The Site may contain hyperlinks or references to third party websites other than the Site. Any such hyperlinks or references are provided for your convenience only. We have no control over third party websites and accept no legal responsibility for any content, material or information contained in them. The display of any hyperlink and reference to any third party website does not mean that we endorse that third party's website, products or services. Your use of a third party site may be governed by the terms and conditions of that third party site.

8. Limitation on our liability

- 8.1 Subject to clause 8.3, we shall not be liable for any consequential, indirect or special losses.
- 8.2 Subject to clause 8.3, we shall only be liable to you for any loss or damage which results directly from our breach of these Terms, or our negligence, fraud or wilful misconduct.
- 8.3 Notwithstanding any other provision in these Terms, our liability shall not be limited or excluded in any way in respect of the following:
- 8.3.1 death or personal injury caused by negligence;
 - 8.3.2 fraud or fraudulent misrepresentation;
 - 8.3.3 any other liability which cannot be excluded or limited by applicable law.

9. Events beyond our control

- 9.1 We shall have no liability to you for any breach of these Terms caused by any event or circumstance beyond our reasonable control including, but not limited to, strikes, lock-outs or other industrial disputes; breakdown of systems or network access; or flood, fire, explosion or accident.

10. Rights of third parties

- 10.1 No one other than a party to these Terms has any right to enforce any of these Terms.

11. Variation

11.1 We reserve the right to vary these Terms from time to time. Our updated terms will be displayed on the Site and by continuing to use and access the Site following such changes, you agree to be bound by any variation made by us. It is your responsibility to check these Terms from time to time to verify such variations.

12. Governing law and jurisdiction

12.1 These Terms are governed by the laws of England and Wales, and the courts of England and Wales will have exclusive jurisdiction to settle any disputes that may arise in relation thereto, provided that we retain the right to bring proceedings against you for a breach of these Terms in your country of residence or any other relevant country.