

HULGRAVE - TERMS AND CONDITIONS OF SERVICE

IMPORTANT INFORMATION AND WHO WE ARE

We are Hulgrave Limited (**Hulgrave, we, us and our**) and we operate under the name of *FiPS – Financial Positioning System*. These are the terms and conditions of supply (**terms**) for services ordered on www.hulgrave.com or www.fips.es (**Site**) and/or through any web or mobile application we provide which allows service ordering (**Application**) (together, our **Platform**).

The Platform is operated by or on behalf of Hulgrave. We are a limited company incorporated under the laws of England and registered in England. Our registered company number is 10641523, and our registered office is at 5 New Street Square, London EC4A 3TW, United Kingdom. Our VAT registration number is 2746806. You can contact us by sending us an email to contacto@fips.es.

Your use and/or purchase of any services (including of the portfolio analysis and comparison services) offered on the Platform (**Service**) is subject to these terms and by using the Service you agree to be bound by them. If you do not agree to these terms, you must not use our Platform.

Use of your personal information submitted to or collected via the Platform is governed by our [Privacy Policy](#).

These terms were last updated on 3 December 2018. We recommend that you print or download a copy of these terms for future reference. Upon request (by sending us an email), we will also email you a pdf copy of these terms once you have completed your registration.

IMPORTANT NOTICE

We provide information, not advice.

The Service is not intended to amount to authority or provide legal, tax or investment advice on which reliance should be placed, and should not be relied on as such. You understand that no content or material that are available on this Platform (**Content**) constitutes a recommendation that any particular security, portfolio of securities, transaction or investment strategy is suitable for any specific person. You understand that investment in any security is subject to a number of risks, and that the Platform will not contain a list or description of relevant risk factors. **You should check with your wealth advisor and/or manager before acting on any content or information on our Platform or otherwise provided by us.**

We are not authorised to provide advice or any regulated services under the Financial Services and Markets Act 2000 and/or the Directive 2014/65/EU of the European Parliament and of the Council of 15 May 2014 on markets in financial instruments. Please contact an authorised advisor or investment manager if you require advice or want to determine whether any investment, security or strategy, or any other product or service, is appropriate or suitable for you based on your investment objectives and personal and financial situation.

Although we make reasonable efforts to update the information on our Platform, we make no representations, warranties or guarantees, whether express or implied, that the Content on our Platform is accurate, complete or up to date. Such Content is reliant on information provided by you and third parties ; it includes estimates and assumptions and is provided for reference purposes only. The Content should not be considered an official report of your portfolio or investments.

CONTENTS

[Registering with us](#)

- [Username and Password](#)

[Our Services](#)

- [Content & Key inputs for providing the Service](#)

[Access to the Platform](#)

- [What you are allowed to do](#)
- [What you are not allowed to do](#)
- [Intellectual property rights](#)

[Using our Services](#)

- [Minimum system requirements](#)

[Changes to the Services, charges and terms](#)

[Cancellation & Termination](#)

- [Termination by you](#)
- [Defective Services](#)
- [Service suspension](#)
- [Our rights to terminate](#)
- [Effect of Termination](#)

[Our liability](#)

- [External links](#)

[General](#)

[Contact us](#)

REGISTERING WITH US

To use the Service, you must first register and set up an account with us on the Platform. To register, you must satisfy the following minimum eligibility criteria:

- You must be **at least 18 years of age** (or any older age required under local law to be considered of legal age and bind yourself legally to these terms);
- You must be an individual who **lives in a country where the Service is available** (as set out and updated on the Platform from time to time); and
- You shall use the Service for **personal use only**.

Please note that **additional eligibility criteria may apply** to a particular Service, where indicated on the Platform. It is your responsibility to ensure you satisfy all of the minimum eligibility criteria set out above before choosing to register with us and to notify us if you no longer satisfy such criteria (see [Contact us](#)).

To register, you must provide us with accurate, complete and up-to-date contact information, including name, mobile number and email address. You are responsible for the information you provide to us. Registration is subject to approval by us in all cases, and we reserve the right, in our sole and absolute discretion, to decline any application for registration, without giving a reason. As part of the registration process, you will receive a verification code on your mobile

which you will be asked to type on the Platform. Once the code has been verified you will be able to access the Platform.

USERNAME AND PASSWORD

Upon registration, you will be asked to create a username and password. You must keep your username and password confidential at all times and use it only to access and use your account and not for any other purpose. You are the only authorised user of your account and, accordingly, you must not disclose your username and/or password to anyone else. You should contact us immediately upon discovering any unauthorised use of your account or error in the operation of your username and/or password (see [Contact us](#)). Any breach of these terms and/or any use of your account by anyone to whom you disclose your username and/or password will be treated as if the breach or use had been carried out by you, and will not relieve you of your obligations to us.

OUR SERVICES

The Service is described on the Platform. As a general overview, the Service uses a set of indicators to give you useful information in relation to the performance of your investment portfolio.

We may impose fees, charges or other conditions for use of the Site / Application or parts thereof (with reasonable notice) and offer you different tiers of access to the Service. These constitute:

- a) a basic offering at no fee (note that we may choose not to continue this offering at any time) (**Basic Subscription**); and
- b) in the future, we may provide premium paid subscription services.

The **Basic Subscription** gives you access to the Service until cancelled (see [Cancellation & Termination](#)).

You will not be charged for the Service unless you agree to/request a paid subscription level.

We reserve the right to change our Service offerings and pricing from time to time (see [Changes to the Services, charges and terms](#)).

CONTENT & KEY INPUTS FOR PROVIDING THE SERVICE

As the Service involves the provision of portfolio analysis and comparison services, you understand that the provision of the Service is dependent on accurate and up to date information being supplied to us by different sources, including you and your wealth advisor / manager, your custodian and/or investment platform, and third party market data providers (each a **Third Party Source**).

Calculations provided as part of the Service are made using such information from Third Party Sources as provided, and the Services do not include verification that such information is complete and/or accurate. You acknowledge and agree that you are solely responsible for all use you make of any Service and your provision and/or input of any of your personal information, or other information, into the Service.

For certain aspects of the Service, we will need to access your investment and portfolio data and related personal data held by Third Party Sources, for example, through the automatic extraction of portfolio data or direct upload (where applicable), both to our secure end-to-end encrypted

platform. **IF YOU ARE PROVIDED WITH A UNIQUE REFERRAL LINK OR OTHER ID NUMBER, ENSURE YOU KEEP THIS PRIVATE AND DO NOT SHARE IT.** Further details are set out in our [Privacy Policy](#).

To allow for the above data access and in order to provide you with the Service, you grant us a limited authority to access the Third Party Sources' sites or request a data transfer from the relevant Third Party Sources, to retrieve, use and store your information from those sites or Third Party Sources with the full power and authority to do and perform each thing necessary in connection with such activities as you could do in person. You acknowledge and agree that when we access and retrieve account information from the Third Party Sources, we act as your agent, not as the agent of, or on behalf of, the relevant operators of the Third Party Sources.

You understand and agree that we do not sponsor or endorse the services, products or sites of any third party.

ACCESS TO THE PLATFORM

You must ensure that any registration details you provide are accurate. If you choose, or you are provided with, a log-on ID (such as a username and password or other identifier) as part of our security procedures, you must treat such information as confidential and must not reveal it to anyone else. You are responsible for all activities that occur under your log-on ID and must notify us immediately of any unauthorised use or other security breach of which you become aware. We reserve the right to disable any log-on ID, at any time, if, in our opinion, you have failed to comply with any of the provisions of these terms or if any details you provide for the purposes of registering as a user prove to be false.

We cannot guarantee the continuous, uninterrupted or error-free operability of the Platform. There may be times when certain features, parts or Content of the Platform, or the entire Platform, become unavailable (whether on a scheduled or unscheduled basis) or are modified, suspended or withdrawn by us, in our sole discretion, without notice to you. You agree that we will not be liable to you or to any third party for any unavailability, modification, suspension or withdrawal of the Platform, or any features, parts or Content of the Platform.

WHAT YOU ARE ALLOWED TO DO

You may only use the Platform for personal, non-commercial use and strictly in accordance with these terms. Subject to this section and the next section, you may retrieve and display Content from the Platform on a computer or mobile phone screen, print and copy individual pages and store such pages in electronic form. Additional terms may also apply to certain features, parts or Content of the Platform and, where they apply, will be displayed on-screen or accessible via a link.

You may view, print, copy or store Content in accordance with this section only if you comply with the following conditions at all times:

- a) Copyright, trademark, and other proprietary notices may not be removed.
- b) The Content may not be modified.
- c) You may not use any data mining, robots, or similar data-gathering or extraction methods.
- d) You are not permitted to reproduce, forward, distribute or disseminate the Content or make it available to third parties in exchange for compensation, without prior written permission from us.
- e) Nothing contained on the Platform should be construed as granting, by implication, estoppel, or otherwise, any license or right to use the Platform or any Content, except:

(i) as expressly permitted by these terms; or (ii) with our prior written permission or the permission of such third party that may own the trademark or copyright of Content.

WHAT YOU ARE NOT ALLOWED TO DO

You agree that you will not, nor allow anyone else to, use your account or any Service to:

- **'scrape' Content or store Content** of the Platform on a server or other storage device connected to a network or create an electronic database by systematically downloading and storing all of the Content of the Platform;
- access or attempt to **access any Service which you have not subscribed to**;
- **interfere with or disrupt** the provision of any Service or use any Service in a way that interferes with anyone else's use of any Service;
- **remove or change any Content of the Platform** or attempt to circumvent security or interfere with the proper working of the Platform or the servers on which it is hosted;
- further any criminal or fraudulent activity or to impersonate another person;
- breach the rights of any person (including, but not limited to rights of privacy and intellectual property rights);
- **create links** to the Platform from any other website, without our prior written consent, although you may link from a website that is operated by you provided: the link is not misleading or deceptive and fairly indicates its destination; you do not imply that we endorse you, your website, or any products or services you offer; you link to (and do not frame or replicate) the home page of the Platform; and the linked website does not contain any content that is unlawful, threatening, abusive, defamatory, pornographic, obscene, vulgar, indecent, offensive or which infringes on the intellectual property rights or other rights of any third party; or
- otherwise be in breach of these terms or any acceptable use guidelines that we may issue from time to time.

You must only use the Platform and anything available from the Platform for lawful purposes (complying with all applicable laws and regulations), in a responsible manner, and not in a way that might damage our name or reputation or that of any of our affiliates.

All rights granted to you under these terms will terminate immediately in the event that you are in breach of any of them.

INTELLECTUAL PROPERTY RIGHTS

All intellectual property rights in any Content of the Platform (including text, graphics, software, photographs and other images, videos, sound, trade marks and logos) are owned by us or our licensors. Except as expressly set out here, nothing in these terms gives you any rights in respect of any intellectual property owned by us or our licensors and you acknowledge that you do not acquire any ownership rights by downloading Content from the Platform. In the event you print off, copy or store pages from the Platform (only as permitted by these terms), you must ensure that any copyright, trade mark or other intellectual property right notices contained in the original content are reproduced.

USING OUR SERVICES

Once you have registered and set up an account with us, the Basic Subscription will be activated. You may check and correct any input errors in your order up until the point at which you submit your order to us as explained on the Platform.

If we offer premium paid subscription services in the future, we will set out in detail how you may place an order for such services and will note that any order will constitute an offer to us to purchase the ordered premium paid service(s). We will not be obliged to accept any such orders, and we will confirm our acceptance of any orders by sending you a confirmation of your order.

You are responsible for obtaining, and paying any applicable fees for, any equipment and internet service necessary to access the Platform. You are responsible for ensuring that any equipment (including software) you use to access the Platform meets our minimum system requirements.

MINIMUM SYSTEM REQUIREMENTS

The following browsers or Mobile Operating Systems (as applicable):

- Safari, Chrome and Edge (in each case one of the latest 3 versions)
- iOS and Android (please update your OS regularly)

CHANGES TO THE SERVICES, CHARGES AND TERMS

We may change the format and content of the Platform from time to time. You agree that your use of the Platform is on an 'as is' and 'as available' basis and at your sole risk.

The Basic Subscription is offered free of charge, and you understand that we may choose to change or not to continue this Basic Subscription at any time.

It is our policy continually to review and update our Service offerings to reflect changes to our products, our users' needs and our business priorities. For that reason, we reserve the right to make changes to any Service, Content, charges and/or to these terms from time to time, provided that we will not, unless you agree, make any changes in respect of any Service you have already paid for that would significantly reduce the type or level of service you receive (except if we need to do so for security, legal or regulatory reasons) and/or increase the charges you are obliged to pay.

We will always give you as much notice as we reasonably can of such significant changes or charge increase on the understanding that you have the option of accepting them or cancelling your Service subscription without penalty, in which case, you should notify us that you wish to cancel your subscription (see [Termination by you](#)). If you do not cancel your subscription before the date on which the changes come into effect (which we will notify to you), this will mean that you have accepted them.

CANCELLATION & TERMINATION

TERMINATION BY YOU

You can cancel your subscription by notifying us (see [Contact us](#)).

In relation to a **Basic Subscription**, such cancellation will take effect as soon as we process your request.

DEFECTIVE SERVICES

If any Service you order is defective (in other words, it does not comply with the requirements of these terms), you may have one or more legal remedies available to you, depending on when

you make us aware of the problem, in accordance with your legal rights. If you believe a Service is defective, you should inform us as soon as possible (see [Contact us](#)), preferably in writing, giving your username, and your registered email address. Nothing in this section affects your legal rights.

SERVICE SUSPENSION

We may, from time to time, with or without prior notice, temporarily suspend the operation of any Service and/or the Platform (in whole or in part) in order to update or upgrade any contents, features or functionality, or for operational reasons (such as repair or maintenance work).

OUR RIGHTS TO TERMINATE

We may, with or without prior notice, suspend and/or terminate any Service and/or your use of your account in the event that:

- you have breached any of these terms; or
- we decide to suspend or terminate any Service for any reason.

In relation to a **Basic Subscription**, we may cease offering this subscription level at any time. If we do so, we will aim to give you advance notice but may not be able to do so.

If you have breached these terms, we may take such action as we reasonably deem appropriate. Such a breach by you may result in our taking, with or without notice, all or any of the following actions:

- issue of a warning to you;
- immediate, temporary or permanent withdrawal of your right to use any Service;
- legal proceedings against you for reimbursement of all recoverable loss and damage resulting from the breach; and/or
- disclosure of all relevant information to law enforcement authorities as we reasonably feel is necessary.

The responses described above are not limited, and we may take any other action we deem appropriate.

EFFECT OF TERMINATION

Upon termination of any Service or your account, for any reason (including where, in accordance with these terms, you cancel or do not renew your Service subscription):

- all **rights granted to you** under these terms in connection with the terminated Service will **immediately cease**;
- you **must promptly discontinue all use** of the relevant Service; and
- (where applicable) you must **pay us all outstanding amounts** that you owe us.

OUR LIABILITY

Nothing in these terms shall limit or exclude our liability to you for:

- death or personal injury caused by our negligence;
- fraudulent misrepresentation;

- breach of any term implied by the Consumer Rights Act 2015 and which, by law, may not be limited or excluded; or
- any other liability that may not be limited or excluded under applicable laws.

Subject to this, if you are a consumer and not a business customer, in no event shall we be liable to you for any business losses. If you are a business customer, these terms are not applicable and you may not use the Services or the Platform in reliance on these terms.

We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these terms that is caused by events outside our reasonable control (this includes any data sourced from any Third Party Source being inaccurate, incomplete, out of date, or missing).

Except to the extent provided in these terms, we make or give no representation or warranty as to the accuracy, completeness, currency, correctness, reliability, integrity, quality, fitness for purpose or originality of any content of the Platform and, to the fullest extent permitted by law, all implied warranties, conditions or other terms of any kind are hereby excluded and we accept no liability for any loss or damage of any kind incurred as a result of you or anyone else using the Platform or relying on any of its content.

We cannot and do not guarantee that any Content of the Platform will be free from viruses and/or other code that may have contaminating or destructive elements. It is your responsibility to implement appropriate IT security safeguards (including anti-virus and other security checks) to satisfy your particular requirements as to the safety and reliability of Content.

We will not be liable or responsible for any damages resulting from any failure to

- apply any free updates to the Platform;
- correctly follow installation instructions; or
- have in place the [minimum system requirements](#).

EXTERNAL LINKS

The Platform may, from time to time, include links to external platforms, which may include links to third party offers and promotions. We include these to provide you with access to information, products or services that you may find useful or interesting. We are not responsible for the content of these platforms or for anything provided by them and do not guarantee that they will be continuously available. The fact that we include links to such external platforms does not imply any endorsement of or association with their operators or promoters.

GENERAL

Your **account** is personal and cannot be transferred or assigned, directly or indirectly, to another person. You may not transfer or assign any or all of your rights or obligations under these terms.

All **notices** given by you to us must be given in writing to the address set out at the end of these terms. We may give notice to you at either the email or postal address you provide to us when placing an order.

If we fail to enforce any of **our rights**, that does not result in a waiver of that right.

If any part of these terms is found to be unenforceable, all other parts will remain unaffected.

These terms **may not be varied** except with our express written consent.

These terms and any document expressly referred to in them represent the **entire agreement** between you and us in relation to the subject matter of any Service. We are required by law to advise you that contracts, such as these terms, may be concluded in the English language only and that no public filing requirements apply.

These terms, their subject matter and their formation shall be **governed by English law**, except that if you live in a country (which, for these purposes, includes Scotland or Northern Ireland) of the European Union other than England, **there may be certain mandatory applicable laws of your country** which apply for your benefit and protection in addition to or instead of certain provisions of English law.

You agree that **any dispute between you and us** regarding these terms or any Service will only be dealt with by the English courts, except that if you are a consumer who live in a country (which, for these purposes, includes Scotland or Northern Ireland) of the European Union other than England, you can choose to bring legal proceedings either in your country or in England, but if we bring legal proceedings, we may only do so in your country.

The European Online Dispute Resolution platform <http://ec.europa.eu/consumers/odr/> provides information about alternative dispute resolution which may be of interest and we are required to inform you that you may use it if there is a dispute that cannot be resolved between you and us.

CONTACT US

Please submit any questions you have about these terms, the Service, your subscription or an order you have placed, or any complaint or concern in relation to any Service:

- by **email** to contacto@fips.es
- or **write to us** at:
Chief Executive Officer of Hulgrave Limited
Unit 202 China Works, Black Prince Rd, SE1 7SJ, London, United Kingdom