

Bank of London and The Middle East plc Website Terms and Conditions of Use

1 ACCEPTANCE OF LEGALLY BINDING TERMS AND CONDITIONS

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2 DATA COLLECTION, USE OF COOKIES

We record the number of visitors to the sections of this Website and track movement between the sections by means of ‘**cookies**’. Cookies are small data files containing anonymous information placed on your computer and are automatically downloaded to a user’s hard drive in order to recognise a user that has visited the web site previously. BLME reserves the right to use cookies through this Website in order to track your visit to this Website and generate personal identification data about visitors to this Website to analyse trends and improve the design and layout of this Website. Please note that information on dealing or controlling cookies is available at <http://www.allaboutcookies.org>.

3 DATA PROTECTION, PRIVACY

BLME is committed to protecting your privacy during your visits to this Website and will endeavour to maintain the confidentiality and privacy of any personal information collected from you through this Website in accordance with applicable U.K. data protection laws. Please contact us if you want further details about BLME’s data protection policy.

4 NO ADVICE OR OFFER

4.1 None of the contents of this Website shall constitute an offer, solicitation or recommendation of any nature whatsoever. You should not rely solely on any information on this Website to make or refrain from making any decision of whatsoever nature, including without limitation, a decision regarding any transaction of any nature between you and BLME (“**Transaction**”). All such decisions must be based upon your own judgment after obtaining independent legal, financial, accounting, investment and other appropriate professional advice regarding the suitability of each such Transaction for your purposes. Nothing on this Website shall be construed as BLME providing any legal, financial, accounting, investment or any other form of professional advice to you for any purpose whatsoever.

4.2 BLME assumes no responsibility to assess or advise on, and BLME makes no representation as to, the appropriateness of any Transaction for any purpose. Nothing in these Terms and Conditions or on this Website shall oblige BLME to enter into any Transaction with you or to quote any rate or price for a prospective Transaction. The quotation of a rate or price by BLME through this Website shall only constitute an invitation to you to make an offer to BLME for the relevant Transaction at the rate or price quoted. Such offer shall be deemed to have been made by you when you select a Transaction. BLME’s acceptance of such offer in accordance with the relevant Transaction Agreement (as defined below) shall constitute a binding agreement between you and BLME in respect of such Transaction. Each Transaction shall be governed by the relevant Transaction Agreement and all other terms and conditions agreed between BLME and you and any other applicable agreements, terms and conditions or market practice.

5 CHANGES TO WEBSITE

BLME reserves the right to, without notice, change or remove (temporarily or permanently) this Website or any part of it, and/or change these Terms and Conditions at any time, without any obligation or liability whatsoever towards anyone in respect thereof.

6 LINKS TO THIRD PARTY WEBSITES

This Website may include links to third party websites that are controlled and maintained by others. Any link to other websites is not an endorsement of any such website and you acknowledge and agree that we are not responsible for the content or availability of any such site.

7 COPYRIGHT

7.1 All copyright, trademarks and all other intellectual property rights in this Website and its entire content, including without limitation its design, text, graphics and all software and source codes connected with this Website are owned by or licensed to BLME or otherwise used by BLME as permitted by the owner(s) thereof.

7.2 You agree that you will not copy or reproduce any information on or from this Website other than solely for your personal, non-commercial use and you may not use such information for any unlawful purposes, reproduce, distribute, transmit, modify, adapt or incorporate the same in any way into any other document or other material or reverse engineer the same without the express prior written permission of BLME.

7.3 You will not upload, post, reproduce or distribute any information on or from this Website, or any other software or other material protected by copyright or any other intellectual property right (as well as rights of publicity and privacy) without first obtaining the permission of BLME or the owner of such rights.

8 DISCLAIMERS AND LIMITATION OF LIABILITY

8.1 This Website is and will be made available by BLME from time to time at its sole discretion on an "AS IS" and "AS AVAILABLE" basis without any representation or endorsement of any kind and without any warranty of satisfactory quality, fitness for a particular purpose, non-infringement, compatibility, security or accuracy or of any other kind whatsoever, whether express or implied.

8.2 To the extent permitted by law, BLME will not be liable for any indirect or consequential loss or damage whatsoever (including without limitation, any loss of business, opportunity, data or profits) arising out of or in connection with your use of this Website. This exemption from liability shall include damages or losses that may occur as a result of any computer viruses or malware or anything similar arising from the use of this Website.

8.3 BLME makes no warranty that this Website will operate or be available error free, that defects will be corrected or that this Website or the server that makes it available are free of viruses or anything else which may be harmful in any manner.

8.4 Access to this Website is not guaranteed and may from time to time be unavailable, delayed, limited or slow due to any technical reasons and BLME will not be liable in any way for such delay or disruption in the operation of this Website or any part of it or for any failure of any connection or communication related thereto or the non-availability of any information therein.

8.5 BLME will not be liable to you or any third party for the correctness, quality, accuracy, security, completeness or reliability of this Website or any information therein or for any decision made or action taken by you in reliance upon such information.

8.6 BLME products referred to on this Website are not directed to retail investors in any jurisdiction.

8.7 Transactions or potential Transactions or products referred to on this Website may not be available to US persons (as defined in Regulation S of the US Securities Act 1933) or available for offer or distribution, whether directly or indirectly, into the United States.

8.8 Any reference to past performance of any of the published investment products of BLME or its affiliates or of investment products managed or promoted by it or them referred to on this Website is not necessarily a guide to its future performance.

8.9 In connection with your use of this Website or any of it BLME will not in any event be liable for any indirect, incidental, special, punitive or consequential losses, costs, damages, expenses, demands or claims (in contract, tort or otherwise) suffered by or incurred by you.

8.10 All Transactions conducted using this Website are subject to additional disclaimers and limitations of liability set out in BLME's Personal General Terms and Conditions, Business General Terms and Conditions, Personal Online Banking Terms, Business Online Banking Terms and other agreements or terms specifically governing such transactions ("Transaction Agreement").

8.11 Nothing in these Terms and Conditions shall be construed so as to exclude or limit the liability of BLME for death or personal injury as a result of its negligence or that of its employees or agents.

8.12 Nothing in these Terms will exclude or restrict any duty or liability BLME may have to you under the Financial Services and Markets Act 2000 or any other applicable regulations unless it is reasonable for BLME to do so.

9 DISCLOSURE OF INTEREST

BLME, its affiliates and their respective officers, directors and employees may deal as principal or market maker in the investment products referred to on this Website or any part of it.

10 INDEMNITY

By using this Website, you agree to indemnify and hold BLME and its affiliates, directors, officers, employees and agents ("Indemnified Parties") harmless from and against all liabilities, legal fees, damages, losses, costs and other expenses in relation to any claims or actions brought against any of the Indemnified Parties arising as a result of your access to or use of this Website otherwise than in strict compliance with these Terms and Conditions, any applicable laws or regulations, or any third party's rights, including but not limited to copyright or any proprietary rights of any third party in respect of any content on this Website.

11 SEVERANCE

If any of provision of these Terms and Conditions is determined to be invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision(s) shall be severed and the remaining provisions hereof shall survive and remain in full force and effect and continue to be binding and enforceable.

12 GOVERNING LAW

These Terms and Conditions shall be governed by and construed in accordance with English law and you hereby submit to the exclusive jurisdiction of the courts in London, England.
