



ASSET MANAGEMENT



# **RLAM WEBSITE TERMS AND CONDITIONS**



## ASSET MANAGEMENT

### 1 TERMS AND CONDITIONS

Our website terms and conditions can be read below. Please note these are subject to change at any time.

Last modified: 5 October 2020

#### 1.1 Website terms of use

These terms of use (together with the documents we refer to in it) tell you the terms of use on which you may make use of our website at [www.rlam.co.uk](http://www.rlam.co.uk) ('website'). Use of our website includes accessing, browsing, or purchasing products or services on our website.

Please read these terms of use carefully before you start to use our website, as these will apply to your use of our website. We recommend that you print a copy of this for future reference.

By using our website, you confirm that you accept these terms of use and that you agree to comply with them.

#### 1.2 Other applicable terms

These terms of use refer to the following additional terms, which 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.
- Our [Cookie Policy](#), which sets out information about the cookies on our website.

If you purchase products or service from a company within The Royal London Group, that purchase will also be subject to the terms and conditions applicable to that product or service. If these terms of use conflict with any product or service related terms and conditions, the relevant product or service related terms and conditions shall prevail.

#### 1.3 Information about us

This website is a site operated by Royal London Asset Management Limited ('we', 'us' or 'our'). We are registered in England and Wales under company number 02244297 and have our registered office at 55 Gracechurch Street, London, EC3V 0RL. In these terms of use, references to us apply also to companies in The Royal London Group. Details of the companies that are part of The Royal London Group can be found [here](#).

We are authorised and regulated by the Financial Conduct Authority. Our firm reference number is 141665. You can check this on the [Financial Services Register](#).

The Royal London Group's registered VAT number is 368 5244 27.



## ASSET MANAGEMENT

### 1.4 Changes to these terms

We may revise these terms of use at any time by amending this page. When we post changes to these terms of use, we will revise the 'Last modified' date at the top of this page.

Please check this page from time to time to take notice of any changes we make, as they are binding on you.

### 1.5 Changes to our website

We may update our website from time to time, and may change the content at any time. However, please note that any of the content on our website may be out of date at any given time, and we are under no obligation to update it.

We do not guarantee that our website, or any content on it, will be free from errors or omissions.

### 1.6 Accessing our website

Our website is made available free of charge.

We do not guarantee that our website, or any content on it, will always be available or be uninterrupted, or that our website will be secure or free from bugs or viruses. Access to our website is permitted on a temporary basis. We may suspend, withdraw, discontinue or change all or any part of our website without notice. We will not be liable to you if for any reason our website is unavailable at any time or for any period.

You are responsible for making all arrangements necessary for you to have access to our website.

You are also responsible for ensuring that all persons who access our website through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

### 1.7 Use of our website

This website is intended for use by those who access it from the United Kingdom only. This website is not intended for distribution to, or use by, any person in a country where such distribution or use would be contrary to local laws or regulations. You agree to use the website only for lawful purposes and in a way which does not infringe the rights of anyone else or restrict or inhibit anyone else's use and enjoyment of the website. Website content must not be copied or reproduced, modified, redistributed, used or otherwise dealt with for any other reason without our express written permission. You are not entitled to use the content of the website for commercial exploitation in any circumstances.

### 1.8 Your account and password

If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party.



## ASSET MANAGEMENT

We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these terms of use.

If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us at [communications@rlam.co.uk](mailto:communications@rlam.co.uk).

You instruct us to accept as genuine and duly authorise any instruction placed using your identification code and password. Unless you advise us that your identification code and password have been compromised any instruction using them will be deemed valid.

### 1.9 Intellectual property rights

The Royal London Mutual Insurance Society Limited and/or its subsidiary companies is/are the owner or the licensee of all intellectual property rights in our website, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

You may print off one copy, and may download extracts, of any page(s) from our website for your personal use and you may draw the attention of others within your organisation to content posted on our website.

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.

The status (and that of any identified contributors) of The Royal London Mutual Insurance Society Limited and/or its subsidiary companies/ another company in The Royal London Group as the authors of content on our website must always be acknowledged.

If you print off, copy or download any part of our website in breach of these terms of use, your right to use our website will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

### 1.10 No reliance on information

The content on our website is provided for general information only. It is not intended to amount to financial or other professional advice on which you should rely. You must obtain financial or other professional advice if you require it before taking, or refraining from, any action on the basis of the content on our website.

Although we make reasonable efforts to update the information on our website, we make no representations, warranties or guarantees, whether express or implied, that the content on our website is accurate, complete or up-to-date.



## ASSET MANAGEMENT

### 1.11 Limitation of our liability

Nothing in these terms of use excludes or limits our liability for death or personal injury arising from our negligence, or our fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by applicable law.

To the fullest extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to our website or any content on it, whether express or implied.

We will not be liable to any website user for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:

- use of, or inability to use, our website; or
- use of or reliance on any content displayed on our website.

If you are a business user, please note that in particular, we will not be liable for:

- loss of profits, sales, business, or revenue;
- business interruption;
- loss of anticipated savings;
- loss of business opportunity, goodwill or reputation; or
- any indirect or consequential loss or damage.

If you are a consumer user, please note that we only provide our website for domestic and private use. You agree not to use our website for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity. We will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our website or to your downloading of any content on it, or on any website linked to it.

This website may contain links to other websites. We assume no responsibility for the content of websites linked on our website. Such links should not be interpreted as endorsement by us of those linked websites. We will not be liable for any loss or damage that may arise from your use of them.

Different limitations and exclusions of liability will apply to liability arising as a result of the supply of any products or services by us to you, which will be set out in the relevant product or service terms and conditions.

If, notwithstanding the other provisions of these terms of use, we are found to be liable to you for any damage or loss (including through negligence) which arises in any way out of, or is in any way connected with, your use of the website, any content or service, our liability (save as prohibited by applicable law) shall in no event exceed the greater of the total of any amounts paid by you to us in relation to the part of



## ASSET MANAGEMENT

the website, content or service to which the claim relates in the six (6) months prior to the date of the initial claim and £100.00.

### 1.12 Viruses, hacking and other offences

You are responsible for configuring your information technology, computer programs and platform in order to access our site. You should use your own virus protection software.

You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to our site, the server on which our site 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 will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of the site or to your downloading of any material posted on it, or on any website linked to it.

### 1.13 Linking to our website

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.

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.

You must not establish a link to our website in any website that is not owned by you.

Our website must not be framed on any other website, nor may you create a link to any part of our website other than the home page.

We reserve the right to withdraw linking permission without notice.

### 1.14 Third party links and resources in our website

Where our website contains links to other websites and resources provided by third parties, these links are provided for your information only.

We have no control over the contents of those websites or resources and accept no responsibility for them or for any loss or damage that may arise from your use of them.



## ASSET MANAGEMENT

### 1.14.1 FTSE indices terms of use

The Royal London Funds (the “Funds”) have been developed solely by Royal London Asset Management. The “Funds” are not in any way connected to or sponsored, endorsed, sold or promoted by the London Stock Exchange Group plc and its group undertakings (collectively, the “LSE Group”). FTSE Russell is a trading name of certain of the LSE Group companies.

All rights in the “FTSE Indices” (the “Indices”) vest in the relevant LSE Group company which owns the Index. “FTSE®” is a trade mark of the relevant LSE Group company and is used by any other LSE Group company under license.

The Index is calculated by or on behalf of FTSE International Limited or its affiliate, agent or partner. The LSE Group does not accept any liability whatsoever to any person arising out of (a) the use of, reliance on or any error in the Index or (b) investment in or operation of the Fund. The LSE Group makes no claim, prediction, warranty or representation either as to the results to be obtained from the Fund or the suitability of the Index for the purpose to which it is being put by Royal London Asset Management.

### 1.14.2 JP Morgan indices terms of use

Information has been obtained from sources believed to be reliable but J.P. Morgan does not warrant its completeness or accuracy. The Index is used with permission. The Index may not be copied, used, or distributed without J.P. Morgan's prior written approval. Copyright 2018, J.P. Morgan Chase & Co. All rights reserved.

### 1.14.3 Barclays and Bloomberg indices terms of use

BLOOMBERG® is a trademark and service mark of Bloomberg Finance L.P. and its affiliates (collectively “Bloomberg”). BARCLAYS® is a trademark and service mark of Barclays Bank Plc (collectively with its affiliates, “Barclays”), used under license. Bloomberg or Bloomberg’s licensors, including Barclays, own all proprietary rights in the Bloomberg Barclays Indices. Neither Bloomberg nor Barclays approves or endorses this material, or guarantees the accuracy or completeness of any information herein, or makes any warranty, express or implied, as to the results to be obtained therefrom and, to the maximum extent allowed by law, neither shall have any liability or responsibility for injury or damages arising in connection therewith.

### 1.14.4 MSCI indices terms of use

The [funds or securities referred to herein] are not sponsored, endorsed, sold or promoted by MSCI INC. (“MSCI”), any of its affiliates, any of its information providers or any other third party involved in, or related to, compiling, computing or creating any MSCI index (collectively, the “MSCI parties”). The MSCI indexes are the exclusive property of MSCI. MSCI and the MSCI index names are service mark(s) of MSCI or its affiliates and have been licenced for use for certain purposes by Royal London Mutual Insurance Society Limited and/or its subsidiary companies. None of the MSCI parties makes any



## ASSET MANAGEMENT

representation or warranty, express or implied, to the issuer or owners of this fund or any other person or entity regarding the advisability of investing in funds generally or in [these funds] particularly or the ability of any MSCI index to track corresponding stock market performance. MSCI or its affiliates are the licensors of certain trademarks, service marks and trade names and of the MSCI indexes which are determined, composed and calculated by MSCI without regard to [these funds] or the issuer or owners of [these funds] or any other person or entity.

None of the MSCI parties has any obligation to take the needs of the issuer or owners of [these funds] or any other person or entity into consideration in determining, composing or calculating the MSCI indexes. None of the MSCI parties is responsible for or has participated in the determination of the timing of, prices at, or quantities of [these funds] to be issued or in the determination or calculation of the equation by or the consideration into which [these funds are] redeemable. Further, none of the MSCI parties has any obligation or liability to the issuer or owners of [these funds] or any other person or entity in connection with the administration, marketing or offering of [these funds].

Although MSCI shall obtain information for inclusion in or for use in the calculation of the MSCI indexes from sources that MSCI considers reliable, none of the MSCI parties warrants or guarantees the originality, accuracy and/or the completeness of any MSCI index or any data included therein. None of the MSCI parties makes any warranty, express or implied, as to results to be obtained by the issuer of the fund, owners of the fund, or any other person or entity, from the use of any MSCI index or any data included therein. None of the MSCI parties shall have any liability for any errors, omissions or interruptions of or in connection with any MSCI index or any data included therein. Further, none of the MSCI parties makes any express or implied warranties of any kind, and the MSCI parties hereby expressly disclaim all warranties of merchantability and fitness for a particular purpose, with respect to each MSCI index and any data included therein. Without limiting any of the foregoing, in no event shall any of the MSCI parties have any liability for any direct, indirect, special, punitive, consequential or any other damages (including lost profits) even if notified of the possibility of such damages.

### 1.14.5 ICE indices terms of use

Source ICE Data Indices, LLC (“ICE DATA”), is used with permission.

ICE data, its affiliates and their respective third party suppliers disclaim any and all warranties and representations, express and/or implied, including any warranties of merchantability or fitness for a particular purpose or use, including the indices, index data and any data included in, related to, or derived therefrom. Neither ICE data, its affiliates nor their respective third party suppliers shall be subject to any damages or liability with respect to the adequacy, accuracy, timeliness or completeness of the indices or the index data or any component thereof, and the indices and index data and all components thereof are provided on an “as is” basis and your use is at your own risk. ICE data, its affiliates and their respective third party suppliers do not sponsor, endorse, or recommend Royal London Mutual Insurance Society Limited and/or its subsidiary companies, or any of its products or services.



## ASSET MANAGEMENT

### 1.15 General

If we fail at any time to insist upon strict performance of any of your obligations under these terms of use, or if we fail to exercise any of the rights or remedies to which we are entitled under these terms of use, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and us as a result of these terms of use or use of the website.

Nothing in these terms of use shall confer, or is intended to confer, on any person or corporation that is not party to these terms of use any benefit or the right to enforce any term of these terms of use.

The headings will not form part of these terms of use and will not affect their interpretation.

If any provision of these terms of use is held to be invalid or unenforceable, such provision shall be struck out and the remaining provisions shall remain in full force and effect.

### 1.16 Applicable law

If you are a consumer, please note that these terms of use, its subject matter and its formation, are governed by English law. You and we both agree that the courts of England and Wales will have non-exclusive jurisdiction. However, 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.

If you are a business, these terms of use, its subject matter and its formation (and any non-contractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.