



Terms and Conditions of Website Use

AHR Private Wealth Limited

March 2021

Please read these terms of use carefully before using the AHR Private Wealth Limited website.

1. Terms and Conditions of Use

- 1.1 This page (together with the documents referred to on it) tells you the terms and conditions of use (the Terms) on which you may make use of our website www.ahrprivatewealth.com (our site).
- 1.2 Please read these Terms carefully before you start to use the site.
- 1.3 By accessing information contained on our site, visiting or using our site, you confirm that you accept these Terms and that you agree to abide by them. If you do not agree to these Terms, you must not access information on our site, visit or use our site.
- 1.4 When you visit, use or access information on our site, our Cookies Policy and Privacy Policy will also apply. By accessing information contained on our site, visiting or using our site, you confirm that you have read and understand these policies.
- 1.5 Separate terms and conditions will apply to the provision of any services or advice to you by AHR Private Wealth Limited.

2. Information about us

Separate terms and conditions will apply to the provision of any services or advice to you by AHR Private Wealth Limited.

3. Accessing our site

- 3.1 Our site is made available free of charge. We do not guarantee that our site, or any content on it, will always be available or be uninterrupted. We reserve the right at any time to suspend, withdraw or restrict availability to all or any part of our site, or close it indefinitely, without notice. We will not be liable if for any reason our site is unavailable at any time or for any period.

3.2 You are responsible for making all arrangements necessary to have access to our site. You are also responsible for ensuring that all persons who access our site through your internet connection/using any of your login details are aware of these Terms, and that they comply with them.

4. Intellectual property rights

4.1 We are the owner or the licensee of all intellectual property rights in our site, and in the material published on it. Those works are protected, for example, by copyright laws and treaties around the world. All such rights are reserved.

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

4.3 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.

4.4 Our status (and that of any identified contributors) as the authors of material on our site must always be acknowledged.

4.5 You must not use any part of the materials on our site for commercial purposes without obtaining a licence to do so from us or our licensors.

4.6 If you print off, copy or download any part of our site in breach of these Terms, 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.

5. Reliance on information posted

5.1 Commentary and other materials posted on our site are for general information only and are not intended to amount to advice on which reliance should be placed or an offer or solicitation to conduct investment, or non-investment business. You must obtain professional or specialist advice before taking, or refraining from taking, any action on the basis of the content on our site.

5.2 Our site may contain information provided by third parties which is believed by AHR Private Wealth Limited to be reliable and accurate. However, AHR Private Wealth Limited does not guarantee this.

6. Our site changes regularly

6.1 We may update and change our site and the content on the site at any time.

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

7. Your account and passwords

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

7.2 Where you are responsible for setting or changing any passwords yourself, you must ensure that those are robust in accordance with practices generally in use in the IT industry from time to time.

7.3 You may authorise third party intermediaries and agents acting on your behalf to access any account which you operate via our site by providing your login and password details to them. In such circumstances, you be responsible to us for the acts and omissions of those third parties as if those were your own acts or omissions and we shall be entitled without making further investigations to assume that any instruction given by such third parties via your account has been fully authorised by you.

7.4 We are only liable to you under these Terms and any third party who you provide with access to any account operated by you via our site shall not have any right to enforce directly against us or to rely upon these Terms or any of the other documents which are incorporated into them.

7.5 We have the right without liability to you to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our opinion you have failed to comply with any of the provisions of these Terms or should we suspect fraudulent use of any such user identification code or password.

7.6 If you know or suspect that any person not authorised by you knows your user identification code or password (or should you wish to revoke any access which you may previously have granted to a third party) then you must promptly notify your advisor. Following receipt of any such notification, we will use all reasonable endeavours to disable as soon as reasonably possible access to our site using the user identification code or password in question but shall not be liable to you for any misuse of your account.

7.7 When logging onto our site, you should always do so via the homepage or any dedicated login screen. Should you choose to access our site via any other pages then that may result in you failing to see important notices relating to your use of our site.

8. Provision of instructions

- 8.1 You acknowledge that the giving of instructions or providing of information via email, our site or the internet is not a completely secure medium and as such you cannot be assured of complete privacy or security when using such means to communicate with Us.
- 8.2 You must not use our site or email to provide us with any time sensitive instructions and we will not be liable to you should we fail to action in sufficient time any instructions which you may issue to us via those means. Should you wish to issue any time sensitive instructions to us then please do so by speaking directly with your advisor.

9. Our liability

- 9.1 Nothing in these Terms excludes or limits in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.
- 9.2 Different limitations and exclusions of liability will apply to liability arising as a result of the supply of any services or advice to you, which will be set out in the separate applicable terms and conditions.
- 9.3 Please note that we only provide our site for domestic and private use. You agree not to use our site 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.
- 9.4 AHR Private Wealth Limited does not provide any technical support in relation to our site. Notwithstanding the foregoing, if AHR Private Wealth Limited does provide any technical support, then it is provided on a free of charge, as is basis and AHR Private Wealth Limited does not accept liability for any loss or damage incurred or suffered in connection with the provision of such support.
- 9.5 Our site may on occasion use pop-up windows to display certain types of information, please ensure that you have disabled pop-up blockers from your browser when using our site. AHR Private Wealth Limited 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.

10. Information about you and your visits to our site

We will only process your personal information as set out in our Privacy Policy.

11. Use of our site

11.1 You may not use our site:

- In any way that breaches any applicable local, national or international law or regulation;
- in any way that is unlawful or fraudulent or has any unlawful or fraudulent purpose or effect;
- for the purpose of harming or attempting to harm minors in any way;
- to bully, insult, intimidate or humiliate any person;
- to send, knowingly receive, upload, download, use or re-use any material which does not comply with the content standards in paragraphs 11.2 and 11.3 above;
- to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam); or
- to knowingly transmit any data, send or upload any material that contains viruses, trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.

11.2 You agree:

- not to reproduce, duplicate, copy or re-sell any part of our site in contravention of
- the provisions of these Terms; and
- not to access without authority, interfere with, damage or disrupt:
 - any part of our site;
 - any equipment or network on which our site is stored;
 - any software used in the provision of our site; or
 - any equipment or network or software re owned or used by any third party.

12. Viruses, hacking and other offences

12.1 We do not guarantee that our site will be secure or free from bugs or viruses. You are responsible for configuring your information technology, computer programmes and platform to access our site. You should use your own virus protection software. 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 our site or to your downloading of any material posted on it, or on any website linked to it.

- 12.2 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 go in 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 may commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and
- 12.3 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.

13. Linking to our site

- 13.1 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, but 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.
- 13.2 You must not establish a link from any website that is not owned by you.
- 13.3 Our site must not be framed on any other site, nor may you create a link to any part of our site other than the home page. We reserve the right to withdraw linking permission without notice. The website from which you are linking must comply in all respects with the standards set out in paragraph 11 of these Terms.
- 13.4 If you wish to make any use of material on our site other than that set out above, please address your request to James Baldry, Marketing Director, AHR Private Wealth Limited, 1201, Marian Plaza, Dubai Marina, Dubai, UAE, PO BOX 214989. James Baldry or call on +97145702600

14. Links from our site

Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only. The information and services offered within these third-party websites has been produced by companies independent of AHR Private Wealth Limited who may not be regulated to conduct investment and non-investment business. Any information, views or opinions accessed via links from our site are solely those of the relevant provider and are not necessarily shared by AHR Private Wealth Limited. We have no control over the content of those sites or resources and

accept no responsibility for them or for any loss or damage that may arise from your use of them. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them or a recommendation by us to buy, sell, or otherwise trade all or any of the investments or non-investment products which may be referred to on those linked websites.

15. We may transfer this agreement to someone else

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.

16. Breach of these Terms

16.1 We will determine, in our discretion, whether there has been a breach of these Terms through your use of our site. When a breach of these Terms has occurred, we may take such action as we deem appropriate.

16.2 Without prejudice to the generality of paragraph 1d.1 and any other rights or remedies of AHR Private Wealth Limited in connection with these Terms, failure to comply with paragraph 11 constitutes a material breach of these Terms, and may result in our taking all or any of the following actions:

- immediate, temporary or permanent withdrawal of your right to use our site;
- immediate, temporary or permanent removal of any posting or materials uploaded by you to our site;
- issue of a warning to you;
- legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach;
- further legal action against you; and/or
- disclosure of such information to law enforcement authorities as we reasonably feel is necessary.

16.3 We exclude liability for actions taken in response to breaches of these Terms. The responses described in this paragraph 1d are not exhaustive, and we may take any other action we reasonably deem appropriate.

17. Trade marks

AHR Private Wealth Limited is a registered trademark of AHR Private Wealth Limited.

18. Variations

We may revise these Terms at any time by amending this page. Every time you wish to use our site, please check these terms to ensure you understand the terms that apply at that time.

