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#### 5. Responsibility for Use and Control of Passwords and Your Information

If applicable, by requesting and establishing a personalised password, you will have access to the Website and the tools and information available through this Website and TMWM hereby grants you a limited right to use the Website and such tools and information, which right TMWM may revoke at any time. You acknowledge that in order to use this Website, you may provide TMWM with non-public personal information and other financial information about yourself. In such event, this information will be stored by TMWM and available to you through the Website. You hereby represent that you have all required permission to provide TMWM with this information and will be solely liable to pay any costs reasonably incurred by TMWM for any claims that you did not have such authority. You further acknowledge that you are fully responsible for the use of your password, whether authorised by or known by you or not, and the protection of your password and you shall pay any costs reasonably incurred by TMWM in respect of any claims related to any unauthorised access or use of the Website or other TMWM systems resulting from negligence on your part.

You agree to immediately notify TMWM if you become aware of any of the following: (a) loss or theft of your password; (b) unauthorised use of your

password or any unauthorised use of this Website; and (c) any other information which you believe compromises the security of your personal information available through this Website.

## 6. Online Fraud Advisory

TMWM will never send emails that require customers to send personal information to it via email, website link or pop-up windows. Any unsolicited request for TMWM Account information you receive through emails, websites, or pop-up windows should be considered fraudulent.

Online fraud occurs when someone poses as a legitimate company to obtain personal data and then illegally conducts transactions on your existing Accounts. Often called "phishing" or "spoofing," the most pervasive methods of online fraud are emails, counterfeit websites and popup windows, or any combination of these.

Fraudulent emails often:

- Appear to be from a legitimate, trusted source. You should not rely on the name or address in the "From" field, as this can be easily altered.
- Ask you for personal information. These emails often claim that your information has been compromised or frozen, or ask you to confirm your identity.
- Link to counterfeit websites. These sites may appear legitimate, but actually collect personal information for illegal use. They may also include a link to the real website in an attempt to make the link seem legitimate.
- Contain fraudulent phone numbers. These telephone numbers are usually tied directly to the fraud perpetrators. Never call a number featured on an email you suspect is fraudulent, and be sure to double-check any numbers you do call. In addition, a legitimate number may be included in an attempt to authenticate the email.

To help protect yourself from these fraudulent emails and websites:

- Never provide sensitive Account or personal information in response to an email.
- Delete suspicious emails without opening them. If you do open a suspicious email, do not open any attachments or click on any links it may contain.
- Bookmark any sites that house personal Account information and use those bookmarks to navigate directly to those sites.
- Install and regularly update virus protection software.
- Keep your computer operating system and Web browser current.

## 7. Changes to Website

TMWM may change the Website or update material without notice. While TMWM may make reasonable efforts to keep the site information accurate,

TMWM is not obligated to update or correct information within any specified time period. TMWM is not responsible for information provided by third parties, whether the information is part of this Website, is in any linked website, or is information about us that is provided on any website other than this one.

## 8. Privacy

Please refer to our Privacy Policy which can be found at [www.tminvestment.com/cookie-privacy-policy/](http://www.tminvestment.com/cookie-privacy-policy/).

## 9. Limitation of Liability

To the extent permitted by law, under no circumstances shall TMWM be liable for any direct or indirect damages that result from the use of, or the inability to use, the materials in this Website, even if it or its authorised representatives have been advised of the possibility of such damages. In no event shall TMWM's total liability to you for all damages, losses, and causes of action (whether in contract, tort or otherwise) exceed the amount paid by you, if any, for accessing this Website.

You are solely responsible for your decision to use (and use of) this Website. You shall pay any costs reasonably incurred by TMWM in respect of claims, damages, liability and/or costs relating to your or your Agents' use of this Website.

## 10. Jurisdiction

All disputes arising out of or in connection with any contractual or non-contractual obligations arising from or connected with these terms of use will be governed by and shall be construed in accordance with the laws of England and Wales. The parties hereby irrevocably submit to the nonexclusive jurisdiction of the English courts over any claim or dispute arising from, or related to, use of the Website (whether arising out of or in connection with contractual or non-contractual obligations).

## 11. Age and Responsibility

You confirm that you are of sufficient legal age to use this Website and to create binding legal obligations for any liability you may incur as a result of the use of this Website. You agree that you are financially responsible for all uses of this Website by you and those using your login information.

## 12. Termination of Access

TMWM reserves the right to terminate, without prior notice to you, your access to the Website for overuse or abuse of this Website.

## 13. Investment Information

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Please note that this Website is designed for U.K. investors only and by using the Website you will be agreeing and confirming that you are resident for tax and investment purposes in the United Kingdom. The distribution of the information contained on this website in certain countries may be restricted by law and accordingly, persons who access it are required to inform themselves and to comply with any such restrictions. This information does not constitute an offer or solicitation in any jurisdiction in which such an offer or solicitation is not authorised or to any person to whom it is unlawful to make such an offer or solicitation.

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Persons interested in acquiring any investment should inform themselves as to: (i) the legal requirements within the countries of their nationality, residence, ordinary residence or domicile for such acquisition; (ii) any foreign exchange control requirement which they might encounter on the acquisition or sale of investments; and (iii) the income tax and other tax consequences which might be relevant to the acquisition, holding or disposal of any investment.

Investors should remember that the price of investments can go down as well as up as a result of market conditions, changes in the value of any underlying securities and currency movements.

Past performance is not a reliable indicator of future results and investors may not get back the full amount (or any) of their investment.

Tax assumptions may change if the law changes, and the value of tax relief (if any) will depend upon your individual circumstances. Investors should consult their own Tax Advisors in order to understand any applicable tax consequences.

Any investment decision should be made having read fully not only any relevant application forms but also the relevant terms and conditions and any other documentation applicable to the chosen product. These relevant documents may be found on and printed from this Website or otherwise made available to investors by TMWM on request.

You should obtain relevant and specific professional advice before making any decision to enter into an investment transaction.

#### 14. Product Specific Information

Certain information on the Website will constitute a financial promotion for the purposes of the Financial Services and Markets Act 2000 of the United Kingdom (the "Act") and the rules of the Financial Conduct Authority of the United Kingdom ("FCA").

Information relating to collective investment schemes which are authorised or regulated under the Act are generally available for investment by the public in the UK.

Information relating to collective investment schemes which are not authorised or regulated under the Act may only be promoted in the UK in accordance with that Act. Information relating to unregulated collective investment schemes may only be distributed to persons who are authorised persons under the Act ("authorised persons") or to persons who are eligible counterparties or professional clients or are treated as professional clients under and in accordance with the FCA Rules and who are of a kind to whom such unregulated collective investment schemes may be promoted by an authorised person without contravening the Act and who also falls within the FCA's Conduct of Business Rules. Most of the protections provided by the UK regulatory system and compensation under the UK's Financial Services Compensation Scheme will not be available to investors in such collective investment schemes.

#### 15. Feedback

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