
Important Information

To help us provide a more personalised viewing experience, we recommend that you view this site with a JavaScript enable provider.

Please read these terms and conditions (“the Terms”) carefully. By accessing any page of this Website, you agree to be bound by the Terms below. If you do not agree to the Terms, please do not access any pages of this Website. These Terms are a legal document setting out your rights and obligations and those of Walter Scott and its associates as defined in section 52 of the Companies Act 1989 (“Associates”) in relation to the services offered by Walter Scott through this Website. These Terms contain the full and complete understanding between Walter Scott and you. No advice or information, whether oral or written, obtained by you through or from the Website or from any conversation with Walter Scott, its staff or a Professional Financial Adviser will operate to vary these Terms. These Terms may be amended without notice to you. Your continued use of the Website following any changes will mean that you accept such changes.

1 JURISDICTION AND GOVERNING LAW

The Terms and any and all contracts concluded under them are governed by and shall be construed in accordance with the laws of Scotland and all references in these Terms to laws and regulations are references to Scottish laws and regulations unless otherwise specified. You agree that any dispute/s arising out of the Terms or otherwise between us shall be subject to the exclusive jurisdiction of the Courts of Scotland.

2 CONTENT OF WEBSITE

Whilst considerable care has been taken to ensure the information contained within this Website is accurate and up-to-date, no warranty is given as to the accuracy or completeness of any information and no liability is accepted for any errors or omissions in such information. All products referred to on this Website are subject to change without notice. Walter Scott may amend the Website and its products and services at any time with or without notice to you. You agree that Walter Scott shall not be liable to you or to any third party for any amendment, modification, suspension, or discontinuance of the Website or any products or services offered through the Website. Walter Scott accepts no responsibility for any information contained in any Website accessed via a hypertext link from this Website. No other UK or other country based person/company may link their Website into Walter Scott’s Website without the express written permission of Walter Scott. The content, accuracy and opinions expressed in such third party Websites are not checked, analysed, monitored or endorsed by us. Access to any third party Website is at your own risk. You agree that Walter Scott has no responsibility or liability for third party Website and that Walter Scott shall not be liable in any way for any damage or loss caused in relation to the content, goods, products or services available through such third-party Website.

3 USE OF THE WEBSITE

You agree that you will only use the Website in a way which is consistent with the Terms and which complies with applicable laws and regulations. In particular, you agree that you will not use the Website to send or upload any material containing software, viruses or other codes, programs or files designed to interrupt,

destroy, damage or limit the functionality of any computer software, hardware or telecommunications equipment or in any other manner which would interfere with or disrupt the Website.

4 **ADVICE**

Walter Scott does not offer investment advice on the merits or suitability of its products and no information contained within this Website should be construed as such. No information or advice, whether oral or written obtained from Walter Scott, through this Website or otherwise, shall create any warranty.

You are advised that, in the UK, our products are only available upon the recommendation of a Professional Financial Adviser, and you must consult such an adviser in order to apply for any product.

5 **LIABILITY**

Walter Scott accepts no legal liability for loss, damages or expenses which you may suffer or incur directly or indirectly by you accessing this Website. Walter Scott reserves its right to restrict, suspend or terminate your use of this Website at any time in absolute discretion. Walter Scott will use all reasonable efforts to keep this Website operational at all times.

Walter Scott does not guarantee that the Website or that use of the Website will be free from fault or error nor that the Website will be permanently accessible. Access to the Website may be interrupted or restricted for routine or emergency maintenance or repairs or to introduce new facilities, products, functionality or services. Walter Scott cannot be held responsible for any disruptions inherent in the operation of the Internet and the World Wide Web including viruses beyond Walter Scott's control and Walter Scott excludes all liability for direct and indirect losses thereby caused or contributed to.

6 **DOWNLOADING AND COPYING**

You may download materials and information from the Website to a single personal computer and/or print a hard copy of any materials and information from the Website in order to help you decide whether to invest in any Walter Scott product and/or to take advice from a Professional Financial Adviser regarding any Walter Scott product provided that you do not delete, change or modify in any way any copyright notices or disclaimers attaching to such materials and information. Except for this limited licence you may not copy, reproduce, re-publish, upload, post, transmit or distribute any material or information from this Website in any way. Doing so may constitute an infringement of Walter Scott and/or a third party's copyright and other intellectual property and/or may constitute an infringement of laws, rules or regulations applicable to the marketing or sale of securities.

7 **OWNERSHIP AND COPYRIGHT**

The copyright in the Website and (unless otherwise indicated) its contents including all information, graphics, code, text and design are owned by Walter Scott. All material on this Website is Copyright (c) 2008 Walter Scott. Unauthorised use of these names and logos is strictly forbidden.

In the event of a Professional Financial Adviser wishing to publish or distribute written marketing or other promotional material based upon the content of this Website, he/she may only do so having first obtained the prior written consent of Walter Scott.

8 **TRADEMARKS**

This Website contains names and logos which are trademarks of Walter Scott. Any use of any of these names and logos would constitute an infringement of those trademarks and is thus forbidden.

9 **SEVERABILITY**

In the event that any part of these Terms is held by a Court of competent jurisdiction to be invalid or unenforceable then the remainder of the Terms shall remain valid and enforceable. If any part of these

Terms is found by a Court of competent jurisdiction to be invalid, then you nevertheless agree that the Court shall endeavour to give effect to Walter Scott's intentions as reflected in the Terms.

10 REGULATORY INFORMATION

Walter Scott & Partners Limited is Authorised and Regulated by the Financial Conduct Authority. The registered address of Walter Scott & Partners Limited is One Charlotte Square, Edinburgh, EH2 4DR.

11 IMPORTANT INFORMATION

Past Performance is not necessarily a guide to the future. The value of investments and the income from them can go down as well as up. You may not get back the amount originally invested.

References to individual stocks do not constitute a recommendation to invest. Anyone considering making an investment should consult their Professional Financial Adviser. An investor seeking to invest in any product appearing on this Website should only do so after reading the relevant documentation including but not limited to the latest annual Report and Accounts, Prospectus and any Supplements or Addenda or other prevailing terms and conditions.

12 PRIVACY/SECURITY STATEMENTS

At Walter Scott we take the issue of privacy very seriously. We would like to assure visitors to our Website of the security, privacy and confidentiality that they would expect from a leading financial services institution.

13 INFORMATION COLLECTED

GENERAL

We do not collect any personal information from anyone who is merely visiting or browsing our Website. However, personal information may be requested from visitors who choose to respond to online surveys, to send Walter Scott an email message or to apply for certain products and services online.

EMAIL AND PRODUCTS

Through use of a "Contact Us" feedback form, visitors to our Website are invited to send email messages to Walter Scott in order that we may respond to enquiries regarding our products or services.

USE OF COOKIES

A cookie is a small piece of information about an Internet session that may be created when a visitor accesses a Website. Presently, our Website uses cookies to facilitate easier navigation within the site and provide a higher level of convenience for the visitor. Your internet browser is likely to accept cookies by default, however you can set your browser to reject cookies and delete them from your system anytime. The cookies used by Walter Scott do not retrieve any information from the visitor's personal computer.

14 USE OF INFORMATION COLLECTED

IMPROVED CUSTOMER SERVICE

Walter Scott uses the information collected from visitors to its Website to address the specific needs of those visitors and to provide better customer service.

RECORD OF COMMUNICATIONS

The information collected is also used to maintain a record of communications between Walter Scott and its Website visitors and to comply with any applicable legal or regulatory requirements where there is contact on either side by telephone the call will be recorded for training and monitoring purposes.

DATA PROTECTION

The uses of your personal information are covered by the registration of Walter Scott under the Data Protection Act 1998. The personal information you supply will be held on a database and may be shared with and used by any company within BNY Mellon Asset

Management International Limited in the U.K. and internationally who are obliged by law or agreement to comply with the principles set out in the European Directive 95/46/EC. . Under the Act you have the right to obtain a copy of the information held about you for which you may be charged a fee. You hereby agree that we may use, disclose and transfer this personal data as described herein. If you do not wish for your details to be used in the above manner please write to Walter Scott & Partners Limited, One Charlotte Square, Edinburgh, EH2 4DR.

15 ACCESS TO INFORMATION COLLECTED

EMPLOYEES

Selected BNY Mellon employees have access to the information collected in order to respond to each visitor's needs and provide that visitor with information regarding specific products in which they may have an interest. BNY Mellon employees are instructed to use strict standards of care when handling the personal/confidential information of BNY Mellon customer.

THIRD PARTIES

Walter Scott does not transmit any personal information collected through its Websites to any third-party marketers. However, Walter Scott does offer the opportunity to its Website visitors to link to the Web pages of third parties who provide products and services not supplied by Walter Scott. Once the visitor leaves the Walter Scott site, Walter Scott does not receive any further information from the visitor.

VISITORS

Visitors having specific questions regarding any information they have sent to Walter Scott through the website should write to Walter Scott & Partners Limited, One Charlotte Square, Edinburgh, EH2 4DR.