

## General disclaimer

---

### Introduction

The website page which you have accessed is included in the various domains [www.fineco.com](http://www.fineco.com), [www.fineco.com.es](http://www.fineco.com.es), [www.fineco.es](http://www.fineco.es) and [www.grupofineco.es](http://www.grupofineco.es), which belong to the Fineco Group and the Companies which make it up (hereafter <<Fineco Group>>: Fineco S.V, S.A (Tax Identification Code A-48149702), G.I.I.C. Fineco S.G.I.I.C, S.A.U. (Tax Identification Code A-48436463) and Fineco Previsión Gestora de Fondos de Pensiones S.A.U. (Tax Identification Code A-47479993) whose registered office address is Plaza Federico Moyúa 4, 2ªpl., Bizkaia, Spain; and Fineco Patrimonios S.G.I.I.C, S.A.U. (Tax Identification Code A-86074275), whose registered office address is Calle Velázquez, 47, Madrid, Spain.

### Legal Terms and Conditions

Please read the following General Conditions carefully, since by accessing any of the various URL's shown above and the divers content, data and information displayed on the pages concerned (hereafter<<the Website>> you are giving your full agreement. If you do not like or agree to the terms contained in those Conditions, we ask that you do not use the Website or browse its pages.

The present General Conditions regulate the use of the Website which the Fineco Group makes available to you as a user (hereafter,<<the User>>). Each time you visit any of the URL's indicated or associated pages, the Fineco Group invites you to review again the terms and conditions described here so that you are at all times familiar with them, and informed about any modification, updating or deletion of their content. So that the User may know what the latest version in existence is, the Fineco Group makes available to you in the heading the date of the latest update carried out.

The content of the present Website is intended for investors resident in (Spanish) national territory. The Fineco Group accepts no liability for the use of said content by non-resident third parties, or for restricted access to, or use of, the Website which may result from the application of legislation current in other countries within or without the European Union.

These General Conditions may be modified to the extent that the Fineco Group reserves the right, at any time and without notice, to update, modify or delete part or all of their content, as well as any other conditions, whether general or special, or policies governing use, notices, disclaimers or content as applicable. The Fineco Group reserves the right, at any time and without notice, to modify the structure, presentation, configuration and location of the Website, and to suspend, interrupt, or cease to operate the service temporarily or permanently. The User waives the possibility of complaining about any of these circumstances, and hereby exonerates the Fineco Group of any kind of liability that may follow therefrom.

### Access to and Use of the Website

The domains [www.fineco.com](http://www.fineco.com), [www.fineco.com.es](http://www.fineco.com.es), [www.fineco.es](http://www.fineco.es) and [www.grupofineco.es](http://www.grupofineco.es), are registered to the Fineco Group. Those domains may not be employed in connection with products and services other than those of the Fineco Group, which may confuse third parties or discredit the Fineco Group.

The user acknowledges and accepts that access to, and use of, the Website and/or its content takes place freely and knowingly, under his or her sole liability; and s/he undertakes to use it in full compliance with the relevant laws, with good Internet user practice and with the present conditions. Hence s/he shall be answerable to the Fineco Group or to third parties for any loss or damage that might arise from his or her breach of such obligations.

The Fineco Group shall not be liable for the use, whether fraudulent or otherwise, to which the User or third parties may put same for personal or specific purposes, nor for consequences that may arise from errors, omissions or inaccuracies in the content, or from the opinions expressed therein.

The content of the Website is purely informative and non-binding. The data and information which it contains are not guaranteed to be accurate or up to date. This Website does not provide any kind of investment recommendation or advice; therefore nothing included in it should be taken as a basis for making investments or decisions. The Fineco Group informs you that, when investments are made, part or all of the investment may be lost, and that past performance is no indication of future returns. Accordingly the Fineco Group makes available to Users the necessary human and material resources so that, before they decide on any kind of investment, they may get in touch and, if accepted by the Fineco Group, they may receive professional, suitable and personal advice.

Under no circumstances does the Website or any of its content, information, data or comments constitute an offer, acceptance or solicitation for either, with regard to the purchase or sale of securities or related financial instruments. The Fineco Group has obtained the information, data and content of the Website from sources regarded as reliable but does not guarantee it to be accurate, complete or up to date, and expressly disclaims any liability in this regard. With regard to any of the financial assets mentioned on the Website, the Fineco Group informs you that the User must look up and access the information published by the National Commission for the Securities Market (<http://www.cnmv.es>), by any Public or Supervisory Body and/or, where applicable, the Issuing Company of that financial asset.

The User undertakes to use the Website and its content suitably and legitimately, and to avoid manipulating, copying, reproducing or distributing data, or using or accessing it without authorization. The User undertakes not to access restricted resources or areas of the Website, unless s/he has previously obtained authorization derived from a contractual relationship with the Fineco Group, nor to delete, tamper with, bypass or manipulate any protective device or security system installed on the Website, damage the Website's systems or access the source code or devices of the Fineco Group or its suppliers. S/he also undertakes not to use as his/her own, or a third party's, any reference to the Website or its content without the Fineco Group's prior written authorization.

### **Industrial and Intellectual Property**

The Fineco Group informs you that the whole of the Website contents, whether text, pictures, sound, files, information, data, brands, logos, colour combinations or any other element, structure and design, or form of presenting materials, and likewise the computer programmes necessary for its functioning and use and for access to it, are the industrial and intellectual property of the Group or its suppliers and are protected by applicable industrial and intellectual property rights. Legal action may be taken against any improper use in accordance with current legislation.

Nevertheless, the User may make personal, private and non-gainful use, always with due regard for industrial and intellectual property rights, of any of the Website's pages and content, and may proceed to download, store, copy and print its content and information. It is forbidden, under any circumstances and with the exception already stated in the present paragraph, to reproduce, transform, distribute, communicate publicly, make available to the public or in general avail oneself of in any other way, by any method, all or part of the Website's contents, or its design and the selection and manner of presentation of the materials which it includes. It is also forbidden to decompile, reverse-engineer, sub-licence, transmit by any means or translate, or carry out work derived from, the computer programmes necessary for the functioning and use of, or for access to, the Website and the services which it contains, or to perform any acts availing oneself of all or part of such programmes.

The Fineco Group will not, for any purpose, authorize the downloading, copying or printing of personal or financial data which the User may have accessed and which is not his or hers or which s/he is not duly authorized to handle under current legislation. The Fineco Group informs you that if you have accessed that data, you must not use it in any way and, in particular, you must not store, copy, disseminate or distribute it. The Fineco Group requests that you bring the matter to the Group's attention via its communication channel [atencionalcliente@fineco.com](mailto:atencionalcliente@fineco.com) or by telephoning the Customer Services number shown on the Website.

The Fineco Group reserves the right to authorize the User expressly and in writing to employ any content, documentation or information for uses other than strictly personal, private and non-gainful ones. Under no circumstances is a User authorized to change, tamper with or delete the information, content or disclaimers on the Website, or any reference to property rights in favour of the Group.

The User will not use any trademark, logo or trading name of the Fineco Group without the Group's prior written consent. Under all circumstances the User recognizes that the authorized use of any trademark, logo or trading name of the Fineco Group does not grant him or her any industrial or intellectual property right..

Any User who causes loss or damage to the image, good name or reputation of the Fineco Group or any of its clients shall be answerable for his or her deeds.

#### **Limitation of Liability, Exclusions and Guarantees (\*)**

The Fineco Group shall not be liable for the use, whether fraudulent or otherwise, to which the User or third parties may put the Website or any of its content, data or information for personal or specific purposes, nor for consequences that may arise from errors, omissions or inaccuracies in the content, or from the opinions expressed on the Website or by any other means.

The Fineco Group shall not be liable for any loss or damage, either direct or indirect, which may entail expense or complaints, through the use of its Website, content, data or information, including damage to computer systems, infection with viruses or the installation of malware. The Fineco Group informs you that although it has technological architecture and adequate protective measures, and although it uses virus checking and removal systems and programmes, it can neither verify nor guarantee with complete reliability that the services provided via the Website are free from computer viruses or malware.

The Fineco Group shall not be liable for Users' inability to connect to, or for the content or services available on, websites linked to from the Fineco Group Website or for the functioning of third-party pages which link to the Fineco Group Website. The Fineco Group informs you that it makes pre-checked links available to the user on the understanding that they comply with current legislation. However, under no circumstances does the Fineco Group accept liability for, approve or adopt as its own the linked-to content. The User is informed that the use of a connection and its contents, whether directly, via a link or by any other means, is made voluntarily and solely at his or her own risk. Under no circumstances is the Fineco Group liable for any loss, damage or complaint which the use of the service or access to it or, as applicable, the inability to do so during down-time, may lead to for him or her.

The Fineco Group is not liable for any loss, damage or harm that may arise out of unauthorized third parties' accessing the information available via the Website service.

The Fineco Group informs you that it is not the publisher of third parties' content included on the Website and that consequently it does not guarantee the legitimacy, reliability, veracity, accuracy or up-to-date state of that content, nor is it liable for any loss or damage that may arise.

The Fineco Group does not guarantee the uninterrupted or error-free functioning of its Website, or of data lines or the software that supports the Website and its content, and it reserves the right to suspend, temporarily or permanently, without notice, the accessibility or availability of content, data or information. The Fineco Group informs you that it will employ all the technical and human resources at its command and will make every necessary effort, once it detects bugs or down-time or is notified of them by third parties, to avoid them and as appropriate, repair or remove them as quickly as possible.

*(\*) The Fineco Group comprises all its companies, employees, directors and other persons on its staff and its authorized agents.*

### **Applicable law and Jurisdiction**

The User declares that s/he has read, understood and fully accepted the present Website General Conditions. Should any of the parties, at a given time, waive the possibility of demanding compliance with any of the stated General Conditions, this shall not be interpreted as a de facto right or a general waiver of the possibility of demanding compliance with the remaining clauses or a lessening of the parties' rights.

In the event of a dispute or conflict, the provision of the Website service and the applicable General Conditions shall be governed by Spanish law.

For resolving any conflict that may arise over access to, or the use or design of, the Website, or its content, information, data or any other elements related to the Website or its General Conditions, the Fineco Group and the User expressly waive any other legal venue that may be appropriate to them, and agree to accept the jurisdiction of the Courts and tribunals of Bizkaia and the Basque Country.