

## TERMS & CONDITIONS

These terms and conditions of use (the "Terms") apply to the website [www.helixproperty.co.uk](http://www.helixproperty.co.uk) and any associated digital apps from time to time (together the "Website") provided to users ("you", "your", and "Users") by Helix Property Advisors Ltd, of 6 Arne Street, Covent Garden, London, WC2E 9FE, Company No. 5922635 ("Helix", "we", "us", "our").

Helix Property Advisors Limited is a company registered in England & Wales No. 5922635 and is authorised and regulated by the Financial Conduct Authority, Registration No. 462478.

### 1. General

You should read these Terms carefully and make sure that they are understood before you use the Website. If you do not accept any part of these Terms, then you should not use the Website. By using the Website, you accept and agree to these Terms and Helix's Privacy and Cookies Policy available at [www.helixproperty.co.uk](http://www.helixproperty.co.uk)

Any part of the Website that relates to investments in shares or units in funds or collective investment schemes is directed only at professional clients and eligible counterparties. Any part of the Website that relates to investments directly in real property, or non-investment matters such as property management, is directed at all persons.

### 2. Content

#### Helix Content

Unless otherwise stated and excluding User Content and Third Party Content, any and all content on the Website (including without limitation, software graphics, text, images, trademarks, logos, designs, domain names and trade names; any and all copyright material (including source and object code); and all other materials related to the Website) (the "Content") is protected by applicable copyrights, trade mark rights, database rights and other proprietary rights. Helix (and/or our licensors) owns the Content. Other than as expressly permitted in these Terms, no rights (whether by implication, estoppel or otherwise) in or to the Content are granted to you.

Subject to your compliance with these Terms, we hereby grant you a limited, personal, non-exclusive, revocable, non-transferrable licence to use the Content for your own personal and non-commercial use.

#### User Content

If you upload, share or submit any material using the Website or onto the Website for whatever purpose ("User Content"), you must comply with the Usage Rules set out below.

You shall remain the owner of the copyright in any original User Content that you upload, share or submit in which you own the copyright.

By uploading, sharing or submitting any User Content using the Website or onto the Website and in consideration of us making available to you the opportunity to upload, share or submit the User Content (which you acknowledge as sufficient consideration), you hereby grant to us a worldwide, irrevocable, unconditional, non-exclusive, royalty-free licence (with the right to sub-license or assign) of the entire right and interest in and to such User Content so that Helix and our related entities and licensees may, subject to these Terms, exploit the User Content in any way.

You hereby agree to waive any moral or similar rights in any jurisdiction that you may have in and to any of the User Content.

You warrant to us that:

(i) any User Content is your own original work and you own the entire right, title and interest in and to the User Content and/or you have all necessary licences, rights, consents and permissions to use, and to authorise us to use the User Content in any way;

(ii) any User Content you upload, share or submit using the Website complies with the Usage Rules set out below; and

(iii) your User Content does not defame third parties, constitute a contempt of court or infringe upon the copyright or other intellectual property rights, or rights of privacy of any third parties.

The Website may include or enable access to content (via RSS feeds, Twitter feeds, links or other means) from other websites and platforms owned and operated by third parties and/or which is owned by third parties and/or content posted by other Users of the Website ("Third Party Content"). This content is provided to you for your information only.

Third Party Content may contain materials which you find offensive, objectionable, unlawful or inaccurate. The display of Third Party Content does not constitute recommendations or an endorsement by Helix. We have no control over Third Party Content and we accept no responsibility for it or for any loss or damage that may arise from the use of, or access to, it.

Access to and use of Third Party Content, including the information, materials, products, and websites on or available through Third Party Content is solely at your own risk.

Please note that none of the Content, User Content, Third Party Content or other materials on the Website amounts to financial or legal advice and should not be interpreted or relied upon as such.

### Usage Rules

You must not:

(i) upload, share or submit Content that is or may be interpreted to be obscene, indecent, pornographic, sexually explicit, libellous, maliciously false, inaccurate, misleading, depicting violence, offensive, deceptive, threatening, abusive, harassing, discriminatory or cause annoyance to any person or be in breach of racial, religious hatred or discrimination legislation or otherwise unlawful or contrary to a regulator's code of practice;

- (ii) use the Website for any illegal or unlawful purpose;
- (iii) upload, share or submit any Content that infringes any proprietary rights of any third party including any patent, copyright, moral right, database right, trademark right, design right, trade secret, rights in passing off, rights of privacy, publicity, confidence, or under data protection legislation or other intellectual property or other law;
- (iv) upload, share or submit any Content which is capable of being construed as financial advice or which consists of or contains any statement or any instructions, advice or other information which may be acted upon and could, if acted upon, cause illness, injury or death, or any other loss or damage;
- (v) use the Content for any commercial or similar purpose;
- (vi) upload, share or submit any Third-Party Content without that third party's prior written consent, or Content that falsely expresses or implies that Helix or the Website sponsor or endorse such Content;
- (vii) collect, obtain, compile, gather, transmit, reproduce, delete, revise, view or display any material, data or information, whether personally identifiable or not, posted by or concerning any other User in connection with the User Content or in connection with your use of the Website unless you have obtained express, prior written permission of such other person to do so;
- (viii) upload, share or submit Content containing any spy ware, adware, viruses, corrupt files, worm programmes or other malicious code designed to interrupt, damage or limit the functionality of or disrupt the Website and/or any software, hardware, telecommunications, networks, servers or other equipment, Trojan horse or any other material designed to damage, interfere with, wrongly intercept or expropriate any data or personal information;
- (ix) submit any material or do anything that results in the transmission of junk email, duplicate or unsolicited messages, chain letters, "spamming" or "phishing";
- (x) incorporate any advertising, or conduct any other paid sponsorship or promotional activities of any kind, in or in connection with any Content; or
- (xi) impersonate any person or interfere with another User's use or enjoyment of the Website.

We reserve the right to edit or remove any material and Content uploaded, shared or submitted using the Website, for any reason whatsoever.

We will take any action we think desirable to protect the Website and our Users (which may include suspending, restricting or terminating a User's access to the Website).

#### **4. No Advice**

The information on the Website is provided for information purposes only and, in so far as it relates to investments in shares or funds, on the basis that you make your own investment decisions and

do not rely upon it. Helix is not soliciting any action based on it and it does not constitute a personal recommendation or investment advice. Should you have any queries about any investments in shares or funds referred to on this site, you should contact your financial adviser.

## 5. Accessing the Website

We will try to ensure that the Website is uninterrupted and error free, although we cannot guarantee this. If we need to suspend or restrict access to, or update the Website or particular Content displayed on it, Helix will try to minimise any disruption to the User. Helix recommends that Users install virus protection software on any devices the User uses to access the Website.

When accessing the Website over your mobile network, you will be using your data allowance. You must ensure that you are aware of the amount of data in your contract allowance. Helix is not responsible for any charges you may incur in using the Website.

## 6. Copyright infringement and content takedown

We accept no obligation to review, monitor, filter, moderate or remove any User Content, Third Party Content or any other Content from the Website. Nevertheless, we may take any such actions in our discretion.

If you believe that unlawful Content or Content which breaches these Terms has been uploaded to the Website, you should notify us providing the following information:

1. a statement that you have identified unauthorised use of your content (if that is the case) and/or the reasons why you believe the Content to be unlawful or in breach of these Terms;
2. identification of the location of the relevant Content;
3. a description of any work that you claim has been infringed; and
4. your full name, address and telephone number and a valid email address on which you can be contacted.
5. Please send the notice containing the above information by email to [contact@helixproperty.co.uk](mailto:contact@helixproperty.co.uk)

We have no control over the User Content, Third Party Content or other information and materials provided by third parties. We do not warrant that any Content is accurate, complete, legal, non-infringing, reliable, current or error-free. To the fullest extent permitted by law, we disclaim all warranties, representations, and terms and conditions that may relate in any way to any Content.

## 7. Our liability

Your use of the Website and any Content, User Content, Third Party Content, information or other material obtained via the Website is at your own discretion and risk. You should not rely on it and we accept no liability in respect of it.

We will not be responsible for any lack of functionality or failure to provide any website or content on the Website, or any loss of content or data.

You understand and agree that you use, access, download, or otherwise obtain information, materials, Content or data through the Website (including RSS feeds and Twitter feeds) or via any User Content or Third Party Content at your own discretion and risk and that you will be solely responsible for any damage to your property (including your computer system) or loss of data that results from the download or use of such material or data.

Nothing in these Terms limits or excludes our liability for: (i) death or personal injury caused by our negligence; or (ii) any other liability that cannot be excluded by law.

## 8. Other important terms

Helix reserves the right to terminate or amend these Terms at any time.

You hereby agree to fully indemnify Helix for any claims or legal proceedings which are brought against Helix as a result of your breach of these Terms or misuse of the Website.

No other person has any rights to enforce any of these Terms under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

You may not transfer your rights or obligations under these Terms to anyone else without Helix's written permission. Helix may transfer its rights and obligations to another party, but this will not affect your rights or Helix's obligations to you under these Terms.

The provisions set out in these Terms operate separately. If any courts or relevant authority decide that any of the provisions in these Terms are unlawful or unenforceable, the remaining provisions will remain in full force and effect.

Your use of the Website and any Content accessed via it, including any dispute or claim arising out of or in connection with it, will be governed by English law. Helix and each User agree that the courts of England and Wales shall have the exclusive jurisdiction to resolve any such dispute or claim.

## 9. How to contact us

We welcome your feedback, questions and comments. Please contact us at [info@helixproperty.co.uk](mailto:info@helixproperty.co.uk)

## 10. Updates

We may, from time to time, make changes to these Terms and these will be posted on this page. Please check back frequently to see any updates or changes to these Terms. These Terms were last updated in March 2024.