



Terms and Conditions of Use of the Mettle Website

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Use of this website

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4. This website is designed to be accessed through its principal home pages and such other pages as we may decide. If you access the site through individual pages directly, which are not designed for this purpose, you may not see important information that is relevant to information on this website. You may be referred on certain site pages to read "Legal Information". This will contain important details and/or relevant legal or regulatory information and should be read in conjunction with the relevant site pages.

Exclusion of liability

5. These 'Exclusion of Liability' provisions should be read carefully as they exclude or limit our legal liability in connection with your use of this website. Nothing in these terms and conditions and in particular within the 'Exclusion of Liability' clauses shall attempt to exclude liability that is not permissible to exclude under applicable law, including without limitation, for death or personal injury, or for fraudulent misrepresentation.
6. Nothing in these terms and conditions shall exclude or limit or restrict our duties and liabilities to you under the Financial Services and Markets Act 2000, or any conduct of business rules which we are bound to comply with.
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9. Access to and use of this website is at your own risk and we do not warrant that the use of this website or any material downloaded from it will not cause damage to any property, or otherwise minimise or eliminate the inherent risks of the internet including but not limited to loss of data, computer virus infection, spyware, malicious software, trojans and worms. Also, we accept no liability in respect of losses or damages arising out of changes made to the content of this website by unauthorised third parties.
10. To provide increased value to users of this website, we may provide links to other websites or resources (that are not part of the RBS Group) for you to access at your sole discretion. You acknowledge and agree that, as you have chosen to enter the linked website we are not responsible for the availability of such external sites or resources, and that we do not review or endorse and shall not be responsible or liable, directly or indirectly, for (i) the privacy practices of such websites, (ii) the content of such websites, including (without limitation) any advertising, content, products, goods or other materials or services on or available from such websites or resources or (iii) the use that others make of these websites or resources, nor for any damage, loss or offence caused or alleged to be caused by, or in connection with, the use of or reliance on any such advertising, content, products, goods or other materials or services available on such external websites or resources.

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Trade marks

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Advice

13. The contents of this website do not purport to provide any financial, investment or professional advice and nothing on the pages of this website shall be deemed to constitute the offer or provision of financial, investment or other professional advice in any way. In particular, you should obtain advice from a qualified financial adviser before making any investment decision.

Changes to this website

14. The contents of this website, including these terms and conditions of use, are subject to change by us without notification. Additionally Mettle shall not be obliged to remove any outdated information from the website or to expressly mark it as being outdated.

Telephone calls

15. Calls may be recorded.

Internal communications

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Australian residents

17. Persons accessing this website from Australia should note that their access to, and use of, the information, services and products on this website may be prohibited under the Australian Corporations Act 2001 or under the RBS Group's Australian Financial Services Licence. Nothing contained in this website should be construed as an authorisation to access or use the information, services or products on this website, in Australia, where such prohibitions apply.

Other important information

18. The information, and any opinion contained in this website does not constitute a public offer under any applicable legislation or an offer to sell or solicitation or an offer to buy any securities or financial instruments or any advice or recommendation with respect to such securities or other financial instruments.

19. This website contains certain 'forward looking statements' as that term is defined in the United States Private Securities Litigation Reform Act of 1995, such as statements that include the words 'expect', 'estimate', 'project', 'anticipate', 'should', 'intend', 'plan', 'probability', 'risk', 'Value-at-Risk ('VAR')', 'target', 'goal', 'objective', 'will', 'endeavour', 'outlook', 'optimistic', 'prospects' and similar expressions or variations on such expressions.

20. Factors that could cause actual results to differ materially from those estimated by the forward-looking statements contained in this website include, but are not limited to, general economic conditions in the UK and in other countries in which the RBS Group has significant business activities or investments, including in the United States; the monetary and interest rate policies of the Bank of England, the Board of Governors of the Federal Reserve System and other G-8 central banks; unanticipated turbulence in interest rates, foreign currency exchange rates, commodity prices or equity prices; changes in UK or foreign laws, regulations or taxes; changes in competition or pricing environments; natural and other disasters; the inability to hedge certain risks economically; the adequacy of loss reserves; acquisitions or restructurings; technology changes; changes in consumer spending and saving habits; and the success of the RBS Group in managing the risks involved in the foregoing. The risks and uncertainties are discussed in the RBS Group's SEC filings. The forward-looking statements contained in this website speak only as of the date of the related document, and the RBS Group does not undertake to update any forward looking statement to reflect events or circumstances after the date hereof.
21. The information contained in this website is subject to, and must be read in conjunction with, all other publicly available information, including, where relevant any fuller disclosure document published by the RBS Group. Any person at any time acquiring the securities must do so only on the basis of such person's own judgement as to the merits of the suitability of the securities for its purposes and only on such information as is contained such in public information having taken all such professional or other advice as it considers necessary or appropriate in the circumstances and not in reliance on the information contained herein. The information is not tailored for any particular investor and does not constitute individual investment advice.

22. Information in this website relating to the price at which investments have been bought or sold in the past or the yield on investments cannot be relied upon as a guide to future performance.
23. The financial information published or to be published on this website, or made available or to be made available through this website, such as annual reports and quarterly reports, is compiled and placed on this website with the greatest of care. Nevertheless, only the original hard-copy English versions of this information shall be regarded as the original version. No rights may be derived from financial information published or to be published on this website, or available or to be made available through this website, including with regard to its accuracy and completeness.
24. In addition, it should be noted that the annual report and accounts of the RBS Group which are published on this website or made available through this website, may be subject to adoption by the Annual General Meeting of Shareholders of the RBS Group for the year to which the report and accounts relate.

Regulatory information

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26. NatWest adheres to the Standards of Lending Practice which are monitored and enforced by the LSB. Find out more at www.lendingstandardsboard.org.uk.

Complaints Procedure

27. Complaints regarding any element of the service provided by us can be sent to Customer Services at support@mettle.co.uk.

All complaints will be subject to our complaints procedure. We will provide you with a copy of our complaints procedure upon request and, if we receive a complaint from you, a copy of our complaints procedure will automatically be posted to you.

If we fail to resolve your complaint to your satisfaction you may refer your complaint to the Financial Ombudsman Service (Exchange Tower, London E14 9SR, phone 0800 023 4567). Details of the service offered by the Financial Ombudsman Service are available at www.financial-ombudsman.org.uk.

General information

Enforceability

28. In the event that any provision of these terms and conditions of use of this website is held unenforceable, it will not affect the validity and enforceability of the remaining provisions.

Governing Law

29. The terms and conditions of use of this website are governed by the laws of England and any dispute regarding this website shall be subject to the non-exclusive jurisdiction of the courts of England and Wales.