

TERMS & CONDITIONS

This site is controlled and operated in whole or in part by XP Investments, LLC ("XP Investments") from its offices in the United States. By accessing this site, you agree that the statutes and laws of the United States and the State of New York, without regard to conflicts of laws principles, will apply to all matters relating to the use of this site. You also agree that any litigation commenced by you relating to, or aris- ing out of, the use of this site, and the information and terms contained herein, shall be subject to the exclusive jurisdiction of the state or federal courts sitting in New York county, State of New York.

All information and content on this website is subject to applicable statutes and regulations and is furnished without warranty of any kind, express or implied, including but not limited to implied warranties of merchantability, fitness for a particular purpose, or non-infringement.

XP Investments is not liable for any damage, injury or harm caused by the transmission, through accessing the services or information on this site, of a computer virus, or other computer code or programming device that might be used to access, delete, damage, disable, disrupt or otherwise impede in any manner, the operation of the site or of any user software, hardware, data or property. The use of this website is at your own risk.

No information contained on this site may be reproduced, transmitted, displayed, distributed, published or otherwise commercially exploited without the written consent of XP Investments, LLC.

XP Investments is not liable under any circumstances, including but not limited to negligence, for any special or consequential damages that may result from the use of, or the inability to use, the materials on this site, even if XP Investments has been advised of the possibility of such damages.

Linked Sites

Hypertext links and/or hyperlinks from or to other Internet websites may be included at times as a convenience to the user. When you access such links, you are leaving the XP Investments Website and viewing content that is not provided by XP Investments. XP Investments has not checked for accuracy or otherwise reviewed any of the websites so linked, and does not endorse or accept any responsibility for the contents of such websites nor the products, services or other items offered through such Websites. XP Investments, LLC will not be liable for any direct, indirect, special or consequential damages, even if expressly advised of the possibility of such damages, arising out of or in connection with the use of, performance of, or your browsing in, or your links to, other websites, from this website.

Electronic Communications

This site permits you to communicate electronically by sending an e-mail message to XP Investments. By use of this site, you agree not to use e-mail to give any instruction affecting your account(s) or any

linked account(s), including but not limited to, placing orders to purchase or sell a security or to transfer funds. You also agree not to use e-mail for the transmission of any personal credit information (including account numbers or credit card numbers), to give notice of a change of address, or to give us any time-sensitive instructions. XP Investments shall not be liable for any actions taken or omissions to act as a result of any e-mail message you send to XP Investments.