

## **Terms of Use**

Effective Date: 09/05/2026

These Terms of Use (“Terms”) govern access to and use of Gainsboroughs (the “Website”).

The Website is owned and operated by Global MGT , a company registered in England and Wales under company number 17097506 whose registered office is at 71-75 Shelton Street, Covent Garden, London, United Kingdom, WC2H 9JQ (“Global MGT”, “Gainsboroughs”, “Company”, “we”, “us”, or “our”).

By accessing, browsing, relying upon, or using the Website, you acknowledge that you have read, understood, and agree to be legally bound by these Terms in full. If you do not agree to these Terms, you must immediately cease use of the Website.

### **1. Definitions**

In these Terms, unless the context otherwise requires:

“Affiliate” means any parent undertaking, subsidiary undertaking, associated company, partner, consultant, contractor, professional intermediary, or related entity of the Company.

“Content” means all information, text, commentary, data, reports, opinions, valuations, graphics, market commentary, analysis, software, design, branding, artwork, documents, publications, downloadable materials, and other content appearing on the Website.

“Services” means any informational, educational, introductory, analytical, or ancillary services referenced on the Website.

“User”, “you”, or “your” means any person accessing or using the Website.

“Principal Lender” means any independent third-party lender, financial institution, fund, or capital provider to whom introductions may be made.

“Professional Intermediary” includes solicitors, accountants, family offices, wealth managers, fiduciaries, trustees, insurers, galleries, auction houses, advisors, and other professional representatives.

“Website” means all pages, domains, subdomains, applications, systems, communications, and associated digital infrastructure operated under or connected with Gainsboroughs.

Words importing the singular include the plural and vice versa. References to any gender include all genders. References to persons include corporate entities, partnerships, trusts, and unincorporated associations.

### **2. Eligibility**

The Website is intended solely for persons aged eighteen (18) years or older.

By using the Website, you warrant and represent that:

you are at least eighteen (18) years of age;  
you possess full legal capacity and authority to enter into binding agreements;  
your use of the Website complies with all applicable laws and regulations; and

you are accessing the Website for lawful purposes only.

The Company reserves the right to restrict, suspend, or terminate access where eligibility requirements are not satisfied.

### **3. Informational and Educational Purposes Only**

All Content provided on the Website is made available strictly for general informational, educational, editorial, and discussion purposes only.

Nothing contained on the Website constitutes, or shall be construed as constituting:

financial advice;  
investment advice;  
investment management;  
tax advice;  
legal advice;  
accounting advice;  
regulated mortgage advice;  
consumer credit activity;  
insurance advice;  
valuation certification;  
fiduciary advice;  
wealth management services; or  
any form of regulated activity under the Financial Services and Markets Act 2000 ("FSMA").

The Website does not constitute an invitation, inducement, solicitation, recommendation, offer, or promotion to engage in investment activity, regulated credit activity, securities transactions, or financial services of any kind.

No Content on the Website should be relied upon for making investment, lending, borrowing, financial, legal, tax, commercial, or strategic decisions.

Any reliance placed upon the Website or its Content is entirely at your own risk.

Independent professional advice should always be obtained from appropriately qualified advisers before entering into any transaction or relying upon any information appearing on the Website.

### **4. Introducer-Only Status**

Gainsboroughs and Global MGT are not lenders, banks, financial institutions, mortgage brokers, credit brokers, or regulated financial advisers.

The Company does not:

originate loans;  
underwrite facilities;  
provide consumer credit;  
arrange regulated lending;  
structure regulated financial products;  
provide investment services; or  
provide regulated credit brokerage activities.

Any references to secured lending, art-secured finance, liquidity solutions, lending facilities, or related matters are provided strictly on an introductory and informational basis only.

Where introductions are made to Principal Lenders or Professional Intermediaries, all negotiations, due diligence, underwriting, approvals, documentation, and transaction decisions remain entirely separate and independent from the Company.

The Company accepts no responsibility whatsoever for:

the conduct of any Principal Lender;  
the availability of funding;  
lending decisions;  
interest rates;  
loan-to-value ratios;  
enforcement actions;  
security arrangements;  
defaults;  
contractual disputes; or  
any losses arising from third-party transactions.

Users are solely responsible for undertaking independent due diligence and obtaining independent professional advice before entering into any financial arrangement.

## **5. No Reliance**

Whilst reasonable efforts may be made to maintain accurate and current information, the Company makes no representation, warranty, undertaking, or guarantee that:

the Website will be accurate;  
the Content will be complete;  
information will remain current;  
opinions will prove correct;  
market commentary will be reliable;  
data will be uninterrupted;  
valuations will reflect actual market conditions; or  
any outcome referenced or implied will be achieved.

Art markets, financial markets, auction markets, valuations, liquidity conditions, provenance matters, authenticity issues, and commercial transactions are inherently subjective, volatile, and uncertain.

Past performance does not guarantee future outcomes.

No fiduciary, advisory, agency, brokerage, partnership, or client relationship is created solely through use of the Website.

## **6. User Assumption of Risk**

Use of the Website is entirely at your sole risk.

You accept full responsibility for all actions, decisions, transactions, communications, and reliance arising from your use of the Website.

The Company shall not be responsible for any losses, liabilities, damages, costs, claims,

proceedings, penalties, expenses, or consequences arising directly or indirectly from:

reliance upon Website Content;  
inaccuracies or omissions;  
market fluctuations;  
third-party conduct;  
cyber incidents;  
delays;  
interruptions;  
inability to access the Website;  
data corruption;  
security breaches;  
valuation changes;  
transaction failures; or  
financial loss of any nature whatsoever.

## **7. Limitation of Liability**

To the fullest extent permitted by law, the Company, its directors, officers, employees, consultants, contractors, affiliates, agents, licensors, and representatives expressly exclude all liability whatsoever arising from or connected with:

use of the Website;  
inability to use the Website;  
reliance upon Website Content;  
interruptions or downtime;  
server failure;  
cyberattack;  
malware;  
viruses;  
technical malfunction;  
telecommunications failure;  
system maintenance;  
lost profits;  
lost opportunity;  
business interruption;  
reputational damage;  
indirect loss;  
consequential loss;  
special damages; or  
punitive damages.

The Website is provided strictly on an “as is” and “as available” basis without warranties of any kind, whether express or implied.

Nothing in these Terms excludes liability that cannot lawfully be excluded under English law.

Subject to the foregoing, the total aggregate liability of the Company arising under or in connection with the Website shall not exceed one hundred pounds sterling (£100).

## **8. No Class Actions**

To the fullest extent permitted by applicable law, you agree that:

any claim arising out of or relating to the Website shall be brought solely in your individual capacity;  
class actions, collective actions, representative actions, group litigation, and consolidated proceedings are expressly waived; and  
you shall not participate in any representative or collective claim against the Company.

## **9. Website Availability**

The Company does not guarantee uninterrupted access to the Website.

The Website may be suspended, withdrawn, restricted, modified, interrupted, or discontinued at any time without notice.

No liability shall arise for any temporary or permanent unavailability, maintenance period, technical issue, delay, or system interruption.

## **10. Intellectual Property**

All intellectual property rights in the Website and its Content are owned by or licensed to the Company unless otherwise stated.

This includes:

copyrights;  
database rights;  
trademarks;  
service marks;  
logos;  
design rights;  
trade names;  
proprietary methodologies;  
graphics;  
text;  
software; and  
underlying systems.

Users are granted a limited, revocable, non-exclusive, non-transferable licence to access the Website for personal lawful use only.

You may not:

reproduce;  
republish;  
distribute;  
modify;  
transmit;  
scrape;  
exploit commercially;  
reverse engineer;  
frame;  
extract data from; or  
create derivative works from the Website or its Content without prior written consent.

## **11. Prohibited Use**

You agree not to:

use the Website unlawfully;  
interfere with Website security;  
upload malicious code;  
attempt unauthorised access;  
use automated extraction tools;  
harvest data;  
circumvent security protocols;  
infringe intellectual property rights;  
transmit defamatory or unlawful material; or  
use the Website in a manner that may damage the Company's reputation or operations.

The Company reserves the right to restrict or terminate access without notice where misuse is suspected.

## **12. Third-Party Links and External Services**

The Website may contain links to third-party websites, auction houses, advisors, lenders, intermediaries, platforms, or external services.

Such links are provided solely for convenience and informational purposes.

The Company neither controls nor endorses third-party websites or services and accepts no responsibility whatsoever for their:

accuracy;  
availability;  
legality;  
security;  
conduct;  
products;  
services; or  
content.

Access to third-party services is undertaken entirely at your own risk.

## **13. Confidentiality and Communications**

Transmission of information through the Website or by email does not create confidentiality obligations unless expressly agreed in writing.

Electronic communications may not be secure.

The Company accepts no responsibility for interception, corruption, delay, loss, or unauthorised access relating to electronic communications.

## **14. Privacy and Data Protection**

Use of the Website is also governed by the Company's Privacy Policy and Cookie Policy, as amended from time to time.

By using the Website, you acknowledge that electronic communications and internet

transmissions may not be completely secure.

### **15. Indemnity**

You agree to indemnify and hold harmless the Company, its officers, employees, affiliates, consultants, contractors, and representatives from and against all claims, liabilities, losses, damages, costs, proceedings, expenses, and demands arising from:

your use of the Website;  
your breach of these Terms;  
your violation of applicable law; or  
infringement of third-party rights.

### **16. Force Majeure**

The Company shall not be liable for any delay, interruption, failure, or inability to perform arising from events beyond its reasonable control, including but not limited to:

acts of God;  
war;  
terrorism;  
civil unrest;  
governmental action;  
sanctions;  
pandemics;  
cyberattacks;  
telecommunications failure;  
power outages;  
industrial disputes;  
supplier failures;  
natural disasters; or  
failures of hosting infrastructure or internet services.

### **17. Severability**

If any provision of these Terms is held to be unlawful, invalid, or unenforceable, that provision shall be deemed severed and the remaining provisions shall continue in full force and effect.

### **18. Entire Agreement**

These Terms constitute the entire agreement between the parties concerning use of the Website and supersede all prior understandings, representations, warranties, and agreements relating thereto.

### **19. Waiver**

No failure or delay by the Company in exercising any right or remedy shall constitute a waiver of that or any other right or remedy.

### **20. Assignment**

The Company may assign, transfer, subcontract, or otherwise deal with its rights and obligations under these Terms without notice.

You may not assign or transfer any rights or obligations under these Terms without prior written consent.

## **21. Variation**

The Company reserves the right to amend, revise, or update these Terms at any time without notice.

Continued use of the Website following publication of revised Terms constitutes acceptance of such revisions.

## **22. Governing Law and Jurisdiction**

These Terms and any dispute or claim arising out of or in connection with them shall be governed by and construed in accordance with the laws of England and Wales.

The courts of England and Wales shall have exclusive jurisdiction over any dispute arising in connection with the Website or these Terms.

## **23. Contact**

Legal correspondence relating to these Terms should be directed in English to:

Global MGT  
71-75 Shelton Street  
Covent Garden  
London  
WC2H 9JQ  
United Kingdom