



QUILTER CHEVIOT

Online Services Terms & Conditions

1. Agreement

1. These terms and conditions are personal to you and non-transferable. They outline the legal basis of your agreement with us for accessing and using our **online services**. For **clients**, they supplement both our **client terms and conditions** and our **website terms**. For **advisers**, they supplement the **introducer terms of business** and our **website terms**. Our **client terms and conditions** or **introducer terms of business** (together the “**standard terms**”) have already been agreed to when completing an application for one or more of our services, or our introducer registration form (as applicable).
 - 1.1. Sole owner accounts
 - 1.1.1. Where you are the sole **account** holder, you will be the **user** of the **online services**.
 - 1.1.2. These terms and conditions apply to all of your **accounts**. If you open a new **account** in the future, then these terms and conditions will apply to such new **account**.
 - 1.2. Joint accounts, trustees and companies
 - 1.2.1. Each holder of a joint **account** who wishes to access and use the **online services** will need to separately register as a **user**. Once registered, each joint **account** holder will be able to independently access the **online services** to view the **account** details.
 - 1.2.2. These terms and conditions apply to all **accounts** which you own jointly.
 - 1.2.3. If you jointly open a new **account** in the future, then these terms and conditions will apply to such new **account**.
 - 1.2.4. Each individual trustee or director of a trust or corporate **account** who is an **account operator** and who wishes to access and use the **online services** will need to register as a **user**. Once registered, each such trustee or director will be able to independently access the **online services** to view the relevant **account** details.
 - 1.3. By accepting these terms and conditions and registering as a **user** you are agreeing to log into the **online services** at least once every 13 months. We reserve the right to monitor the frequency with which you access our **online services**.

2. Definitions

- 2.1. Any words given a special meaning in these terms and conditions are defined below and appear in bold type throughout.
- 2.2. We, us or our means, as applicable, Quilter Cheviot Limited which is a private limited company registered in England and Wales with number 01923571, and whose registered office is at Senator House, 85 Queen Victoria Street, London EC4V 4AB or Quilter Cheviot Europe Limited which is a private limited company registered in Ireland with number 643307, and whose registered address is at Hambleton House, 19-26 Lower Pembroke Street, Dublin D02 WV96 or Quilter Cheviot International Limited which is a private limited company registered in Jersey with number 128676, registered office at 3rd Floor, Windward House, La Route de la Liberation, St Helier, JE1 1QJ, Jersey.

You or your means the **account operator** who has registered as a **user**.
- 2.3. If the meaning of a word is explained in the singular below then it includes the plural of that word and vice versa and the masculine or the feminine gender includes all genders.

“**Account**”: The **client’s** Quilter Cheviot account(s)

“**Account operator**”: The **client, adviser** or other individual with due authority over an **account**

“**Adviser**”: A financial adviser or an employee of a financial advice firm registered with us

“**App**”: The Quilter Cheviot mobile application which is accessible by the **user** from their mobile device

“**Client**”: The person, trust or entity with an **account** and in receipt of a service from us

“**Client terms and conditions**”: Our standard client terms and conditions which govern the investment management and any other services we provide to you

“**Cookies policy**”: The Quilter Cheviot cookies policy which is available on our **website** at www.quiltercheviot.com/important-information/cookies-notice/

“**Introducer terms of business**”: Our standard introducer terms of business which govern our relationship with **advisers** and financial advice firms registered with us

“**Login details**”: The unique username and password used by the **user** to access the **online services**

“**MyQuilterCheviot**”: The online portal accessible via our **website**

“**Online services**”: **MyQuilterCheviot** and the **App**

“**Paperless delivery**”: The electronic provision of **reports** via the **online services**

“**Personal data**”: Any information relating to an identified or identifiable natural person that is processed by us; an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person

“**Privacy notice**”: The Quilter Cheviot privacy notice which is available on our **website** at www.quiltercheviot.com/important-information/privacy-notice/

“**Report**”: A quarterly valuation, statement, tax reporting pack or other document relating to an **account** and made available by us via the **online services** from time to time

“**Security details**”: The **account operator’s** unique security details required to complete the registration process

“**User**”: The **account operator** who has successfully registered to use the **online services**

“**Website**”: The Quilter Cheviot website at the domain www.quiltercheviot.com and the pages within it including or such other domain as notified to you from time to time

“**Website terms**”: The terms and conditions which apply to the use of, and access to, our **website** and which are available on our **website** at www.quiltercheviot.com/important-information/website-terms

3. Scope of this agreement

- 3.1.** The **standard terms** detail the circumstances in which we may communicate with you electronically and provide access to our **online services**. These terms and conditions supplement those sections of the **standard terms** and by accepting these terms and conditions, we will deem it appropriate for us to communicate with you electronically and provide access to our **online services** in accordance with our regulatory obligations. By accepting these terms and conditions, you consent to us corresponding with you by email or via the **online services**.
- 3.2.** If there is any conflict between any provisions of these terms and conditions and the **standard terms**, these terms and conditions will apply.
- 3.3.** If any of these terms and conditions are or become void or unenforceable, that will not affect the validity or enforceability of any other term of these terms and conditions.
- 3.4.** We may make changes to and alter the facilities and services available via the **online services** at any time. We will notify you of any material changes the next time you log into the **online services**.
- 3.5.** You must ensure that no one else uses your **security details** to register for the **online services** or your **login details** to access the **online services**. You will be responsible for any costs we incur in putting right any action carried out on any of the **accounts** and for any losses or costs we incur or for any claims against us caused by any such unauthorised use of our **online services**.
- 3.6.** We do not offer any investment advice or personal recommendations via our **online services** and no information contained within the **online services** is or should be construed as such.

4. Registration

- 4.1. Our **online services** are only available to registered **users** once you have accepted these terms and conditions. The registration process can only be completed once we have been provided with your unique **security details** so we can conduct the essential verification required to protect you or a **client** against a fraudulent registration.
- 4.2. Each **user** must register using their own **security details** and, if there is more than one **account operator**, each **account operator** will be required to register using their own **security details**.
- 4.3. You must notify us if your email address, mobile telephone number or any other information provided to us changes in the future so that we can update our records and maintain the security of our communications and the **online services**.

5. Your login details

- 5.1. Your unique **login details** will be used to verify your identity and provide access to the **online services**. You must not reveal or share your **login details** with anyone else and keep them safe at all times. You must take reasonable steps to prevent any unauthorised use of your **login details** including the use of them by anyone else.
- 5.2. If your **login details** are lost or stolen or you believe that someone else may know your **login details**, you should change your password and tell us immediately so that we can change or disable your **login details**, if necessary.
- 5.3. Changing and re-setting your **login details**
 - 5.3.1. You can change your password at any time.
 - 5.3.2. We may ask you to change your **login details** at any time and for any reason, for example security or technical reasons.
 - 5.3.3. If you forget your **login details** you can retrieve them through the **online services**.
- 5.4. Disabling your login details
 - 5.4.1. It may be necessary for us to suspend or withdraw your access to the **online services** by disabling your **login details**. We may choose to do this for security reasons or to prevent actual or suspected unauthorised or fraudulent use of the **online services**.
- 5.5. Enhanced security measures
 - 5.5.1. Some mobile devices may allow you to use enhanced biometric security measures (for example fingerprint or FaceID) for logging into the **App**. If you enable such measures, then anyone whose biometrics are associated to your mobile device may be able to log in to the **App** and access your **account(s)**. Therefore, you should not activate this feature if you allow other people to access your mobile device using biometric security measures. Any activity carried out on the **App** by anyone else who is able to access it via your mobile device will be treated as having been carried out by you.

6. Accessing the online services

- 6.1. When using the **online services** you must follow any procedures or instructions we give you.
- 6.2. If you are no longer an **account operator** or otherwise cease to be authorised to access our **online services**, you must not access **MyQuilterCheviot** or the **App**. We will also take measures to ensure access is restricted.
- 6.3. To use our **online services** you will need a mobile device, particular device specifications and internet connections with necessary hardware and particular software, which may change in the future. If a change in specification or internet connections results in your equipment becoming incompatible with the **online services**, you will be responsible for replacing or modifying your equipment so that you can continue using them.
- 6.4. If you want to access the **App** you will need to download it to your mobile device and you will need to log in (following initial registration described in clause 4.1) to be able to use it.

- 6.5.** You will be responsible for any telephone (including mobile carrier), internet service provider and other charges you incur as a result of accessing our **online services**. You must not interfere with the proper working of our **online services** and, in particular, you must not attempt to circumvent security, tamper with, hack into or otherwise disrupt the **online services** or any computer system, server, router or any other internet-connected device.
- 6.6.** You must not misuse our **online services** by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attack our **online services** via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our **online services** will cease immediately.
- 6.7.** We will not be responsible for any loss or damage you suffer as a result of using our **online services** unless that loss or damage was foreseeable and caused by our failure to comply with these terms and conditions or our negligence, fraud or wilful default. We will not be liable for any loss or damage that is not foreseeable or which is the result of, or caused by:
- a) unauthorised use of your security details or unauthorised access to our online services including to any confidential information accessible via our **online services**;
 - b) non-transmission or garbling of communications between us;
 - d) any disruption to our **online services** or of the internet or communication network that is used to provide access to our **online services**;
 - e) any malfunction of your equipment;
 - f) any loss of data;
 - g) routing difficulties;
 - h) operation of your software or hardware;
 - i) the effects of any virus, malicious computer code or any other anomaly or technical failure; or
 - j) damage to your computer or systems.
- 6.8.** We accept no responsibility for any information contained in any website other than those forming part of our **online services** which is accessed via a link from our **online services**. The content, accuracy and opinions expressed in such websites are not checked, analysed, monitored or endorsed by us.
- 6.9.** Whilst reasonable care has been taken to ensure that the information contained within our **online services** is accurate and up to date, no warranty is given as to the accuracy or completeness of any information provided to us by a third party and no liability is accepted for any errors or omissions in such information.
- 6.9.1.** You understand that we cannot and do not guarantee or warrant that any content of our **online services** will be free from infection, viruses and/or other malicious computer code including those that have contaminating or destructive purposes. You are responsible for implementing and maintaining sufficient procedures and virus checks (including anti-virus and other security software) to satisfy your particular requirements for the safety and reliability of data input and output.
- 6.9.2.** We give no guarantees as the speed, 'look and feel' or accessibility of our **online services**.
- 6.9.3.** We will not be liable for any failure of our **online services** to provide information related to your **account(s)** or failure to provide update information on a 'real time basis'.
- 6.10.** You are responsible for complying with all local laws of the country from which you access our **online services**.
- 6.11.** Notwithstanding any other term of these terms and conditions, we do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.
- 6.12.** If we supply defective digital content to you which damages a device or digital content belonging to you and this is caused by our failure to use reasonable care and skill, we will, at our sole discretion, either repair the damage within a reasonable time and without significant inconvenience to you and bear any necessary costs incurred in repairing the damage, or pay you compensation. However, we will not be liable for damage that you could have avoided by following our advice to apply an update offered

to you free of charge or for damage that was caused by you failing to correctly follow installation instructions or to have in place the minimum system requirements advised by us.

7. Availability of the online services

- 7.1.** We aim to have the **online services** available at all times however we are not obliged to provide them at all times and may withdraw, suspend or restrict service temporarily without prior notice and at our discretion. There may also be times when we need to shut them down for maintenance, upgrades, updates or to address an actual or suspected security risk.
- 7.2.** If we are unable to offer the **online services** we will aim to restore your access to them as quickly and efficiently as is reasonably possible. However, we will not be liable for any losses or damages you or third parties have suffered if the **online services** are unavailable at any time, for whatever reason.
- 7.3.** Wherever reasonably possible, we will give you advance notice of our intention to withdraw, suspend or restrict your access to the **online services**. Where that is not possible and for the duration of any such withdrawal, suspension or restriction, you will (subject to applicable law and regulation) still be able to access your **account** information by contacting your investment manager.
- 7.4.** We may permanently withdraw the **online services** or any part of it at any time in the future. Unless we are prevented from doing so, we will give you 30 days' notice if we intend to do this. In the event of a full withdrawal of the **online services**, on expiry of such notice, these terms and conditions shall terminate and, if you are a **client**, we will provide you with all future **reports** by post or other means as detailed in the **client terms and conditions**, or as agreed between us in writing from time to time. In the event of a partial withdrawal of our **online services**, these terms and conditions shall continue to the extent applicable but, if you are a **client** and we are unable to continue with **paperless delivery**, we will provide you with all future **reports** by post or other means as detailed in the **client terms and conditions** or as agreed between us in writing from time to time.
- 7.5.** You are responsible for the security of any data downloaded, printed or copied (in any format) from our **online services**.

8. Communications via the online services

- 8.1.** If you are a **client**, we will send an email each time a new **report** is available within the **online services**.
- 8.2.** If you are a **client** and set your reporting preferences within the **online services** to **paperless delivery**:
- 8.2.1.** we will issue and display all relevant **reports** relating to your **account(s)** via the **online services** and will no longer send such **reports** to you by post or other means;
- 8.2.2.** we will notify you by email whenever a new **report** is available within the **online services**;
- 8.2.3.** any communication we send to you through the **online services** will be valid and treated as having been received by you at the time we sent it;
- 8.2.4.** any **report** relating to your **account** which we are required to deliver to you pursuant to our regulatory obligations will be deemed to have been provided in a durable medium in accordance with those regulatory obligations by us making such **report** available via the **online services** and notifying you of such availability by email as set out in these terms and conditions;
- 8.2.5.** you must log into the **online services** and check your emails (including any junk or spam folders) for communications relating to your account regularly; and
- 8.2.6.** if you subsequently amend your reporting preferences in the **online services** and opt-out of **paperless delivery**, we will revert to sending all future **reports** to you by post or other means as detailed in the **client terms and conditions** or as agreed between us in writing from time to time.
- 8.3.** If you do not set your reporting preferences to **paperless delivery** during the registration process, you will continue to receive **reports** by post or as otherwise detailed in the **client terms and conditions** or as agreed between us in writing from time to time. You can opt-in to **paperless delivery** at any time by logging onto the **online services** and updating your reporting preferences.

- 8.4.** If at any time you change your reporting preferences via the **online services**, the implementation of those changes will not be immediate but we will endeavour to make them as soon as reasonably possible.
- 8.5.** If any **report** or information accessed or received by you via the **online services** is not intended for you, you must:
- 8.5.1.** immediately notify us using the email address stated in our **privacy notice**;
 - 8.5.2.** not access such information further and immediately delete any local copies you may hold; and
 - 8.5.3.** keep any information that was not intended for you confidential.

9. Linking to MyQuilterCheviot

- 9.1.** You must not establish a link to any part of **MyQuilterCheviot** in any website and **MyQuilterCheviot** may not be framed on any other website.

10. Changes to the agreement

- 10.1.** We may amend these terms and conditions to reflect a change in the law or to meet regulatory requirements. We may also amend them to reflect changes in technology, to cover an improvement or change in the **online services** or for any other valid reason.
- 10.2.** If we do change these terms and conditions, we will notify you about the change the next time you attempt to log on to the **online services** and, before you are able to continue using the **online services**, you will need to view and agree to the changes. No attempt by you to amend these terms and conditions shall be valid unless we have agreed to such amendment in writing.
- 10.3.** If you do not accept any changes to these terms and conditions, you will no longer be able to use the **online services**. If you remain the **account operator** and, as a **client**, had opted into **paperless delivery**, you should contact your investment manager to ensure all future **reports** are sent to you by post. We may from time to time waive any term of these terms and conditions but, should we do so, it does not mean that we will do so again in the future.

11. Changes to the online services

- 11.1.** The layout, form, wording and functionality of the **online services** is subject to change by us.

12. Termination

- 12.1.** If you no longer wish to use and access the **online services**, you have the right to cancel your acceptance of these terms and conditions at any time in whole or in relation to any particular **account**, by writing to your investment manager.
- 12.2.** We may terminate your access to the **online services** at any time.
- 12.3.** If we decide to terminate your access to the **online services** we shall give you at least 30 days' notice unless clause 12.4 below applies.
- 12.4.** We may terminate your access to the **online services** immediately if:
- a) we have reason to believe you have given us false information or have acted dishonestly in your dealings with us;
 - b) we have reasonable grounds to suspect that you have authorised someone to use the **online services** with your **security details** without our consent, or there has been fraudulent or unauthorised use of your **security details**;
 - c) we have reasonable grounds to suspect that your **security details** have not been kept safe;
 - d) you are seriously or persistently in breach of these terms and conditions;
 - e) we need to do so in order to comply with our regulatory or legal obligations;

- f) you are no longer the **account operator** or we are informed of your death or incapacity;
- g) you are no longer a **client** or an **adviser**; or
- h) the relevant **account** is closed.

12.5. Unless we are prevented from doing so, we will use reasonable efforts to notify you in advance that we are terminating your access to the **online services** under clause 12.4.

12.6. The effect of termination

12.6.1. Your access to the **online services** shall be removed within a reasonable timescale determined by us in the circumstances and you will be responsible for printing or saving any of the data or **reports** available via the **online services** in advance of access being removed.

12.6.2. Following termination of your access to the **online services**:

12.6.2.1. if you remain a **client**, we will send all future **reports** to you by post or otherwise in accordance with the **client terms and conditions** or as agreed between us in writing from time to time; or

12.6.2.2. if you are no longer a **client** (or otherwise an **account operator**) or the relevant **account** is closed, we may, on receipt of a request from you and subject to our legal and regulatory obligations, agree to provide you with paper copies of any **reports** or documents that were previously accessible via the **online services**.

12.6.3 The termination of your access to the **online services** (however caused) will not, in any way, affect the validity of an **account** or the provision of our services in respect of it and you shall continue to be bound by the **standard terms** for as long as you remain a **client, adviser** or, to the extent applicable, an **account operator**.

13. Information technology failure and force majeure

13.1. Provided we have complied with our regulatory obligations to have appropriate systems and controls in place to guard against breakdowns in our service, we shall not be liable for any failure to perform our obligations in accordance with these terms and conditions and/or to make the **online services** available if we are prevented from doing so by reason of:

13.1.1. failure outside our control of our information technology systems, provided that we have reasonable procedures in place by way of a disaster recovery programme and implement such procedures where necessary; or

13.1.2. other supervening acts outside of our control, for example:

- a) any act (or credible threat) of terrorism;
- b) acts of government, local authority or regulatory body;
- c) explosion, fire, earthquake, extraordinary storm, flood, abnormal weather conditions or other natural disaster, epidemic or pandemic or any nuclear, chemical or biological contamination or any strikes, lockouts or other industrial disputes (other than to the extent involving our workforce);
- d) riot, civil unrest, commotion or rebellion, war or civil war or armed conflict, invasion and acts of foreign enemies, blockades or embargoes;
- e) an unavoidable accident;
- f) the loss of supply of essential services including but not limited to electrical power and telecommunications;
- g) any 'denial of service' or other targeted network attack; and
- h) any other cause beyond our reasonable control as a consequence of which we can no longer provide the **online services** for a given period.

13.1.3. We will take all reasonable steps to minimise any delay or disruption to the availability of the **online services** if we are prevented from making the **online services** available because of any of the events or acts in 13.1.1 and/or 13.1.2 above.

14. Intellectual property

- 14.1.** All material contained within the **online services** and our **website** is copyright of ours or third parties who have granted us a licence to use such material. Information accessed through the **online services** or our **website** is protected under copyright law and you may not copy, re-publish or re-distribute such information for commercial purposes without our prior written consent or as is otherwise expressly permitted under these terms and conditions.
- 14.2.** The **online services** and our **website** contain names and logos which are our trademarks or those of third parties who have granted us a right to use such trademarks. Any use of these names or logos without our authorisation would constitute an infringement of those trademarks and is not permitted.

15. Data

- 15.1.** **Reports** and other data held in the **online services** are subject to our internal record keeping arrangements and retention and erasure policies. As with all data provided to you, you can retain copies of your own records. We may delete **reports** and any other data held in the **online services** in accordance with our standard record retention policies. If any such data is important to you, you should print it or save it to your own device.
- 15.2.** Any **personal data** contained within, or transmitted via, the **online services** shall be processed in accordance with the **standard terms** and our **privacy notice**.
- 15.3.** The **online services** may use cookies and, any such use, shall be in accordance with our **cookies policy**.
If you require more information about the processing of any data within the **online services** you should contact our Data Guardian by post at Quilter Cheviot Limited, Senator House, 85 Queen Victoria Street, London, EC4V 4AB, by email at privacy@quiltercheviot.com or by telephone on 0207 150 4000.

16. Third party rights

- 16.1.** Only you and we are able to enforce these terms and conditions.

17. Severance

- 17.1.** If any provision (or a part thereof) of these terms and conditions is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of these terms and conditions.

18. Transferring this agreement

- 18.1.** We may transfer our rights and obligations under these terms and conditions to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under these terms and conditions.

19. Relevant law

- 19.1.** These terms and conditions are to be interpreted in accordance with and are governed by English law. You and we agree that the courts of England and Wales shall have exclusive jurisdiction to resolve any dispute arising under these terms and conditions (whether relating to the subject matter or formation of them), except that if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are a resident of Scotland, you may also bring proceedings in Scotland.

**Quilter Cheviot**

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August 2024

Quilter Cheviot and Quilter Cheviot Investment Management are trading names of Quilter Cheviot Limited, Quilter Cheviot International Limited and Quilter Cheviot Europe Limited.

Quilter Cheviot Limited is registered in England with number 01923571, registered office at Senator House, 85 Queen Victoria Street, London, EC4V 4AB. Quilter Cheviot Limited is a member of the London Stock Exchange, authorised and regulated by the UK Financial Conduct Authority and as an approved Financial Services Provider by the Financial Sector Conduct Authority in South Africa. Quilter Cheviot Limited has established a branch in the Dubai International Financial Centre (DIFC) with number 2084 which is regulated by the Dubai Financial Services Authority. Promotions of financial information made by Quilter Cheviot DIFC are carried out on behalf of its group entities. Accordingly, in some respects the regulatory system that applies will be different from that of the United Kingdom.

Quilter Cheviot International Limited is registered in Jersey with number 128676, registered office at 3rd Floor, Windward House, La Route de la Liberation, St Helier, JE1 1QJ, Jersey and is regulated by the Jersey Financial Services Commission and as an approved Financial Services Provider by the Financial Sector Conduct Authority in South Africa. Quilter Cheviot Europe Limited is regulated by the Central Bank of Ireland, and is registered in Ireland with number 643307, registered office at Hambleden House, 19-26 Lower Pembroke Street, Dublin D02 WV96.