



Online Reporting Terms

GUIDANCE NOTES

If you choose to use our online reporting services, these Online Reporting Terms will govern your use of those services provided by us to you. You should read these together with the Client Agreement that contains the general terms which govern our relationship.

1. Definitions

The definitions in the Client Agreement apply to these Online Reporting Terms, together with the following:

Client Agreement means the discretionary client agreement signed by you

Service means the service which we are able to provide you or a duly authorised person through the use of the Website which enables you to view details of investments held by you including the value of the Portfolio or the complete reporting and valuation package

Website means www.sarasinreports.co.uk;

Except as defined in these Online Reporting Terms, capitalised terms used in these Online Reporting Terms shall have the meaning given to them in the terms of the Client Agreement

2. Basis of Provision of the Service

- 2.1 This Service is only available to you or those that have been duly authorised by the signatories to the Portfolio, to access the Service.
- 2.2 You are not entitled to use or continue to use, and must not attempt to use, the Service when your authorisation has been terminated either by the authorised signatories or at our discretion, or if you have ceased being a client.
- 2.3 In consideration of us granting a non-exclusive, non-transferable licence to use the Service subject to these Online Reporting Terms, you agree to be bound by them.

3. Access to client's information

- 3.1 The Service provides you with facilities to view details of your holdings and/or the complete reporting and valuation package for your Portfolio.
- 3.2 You must not access, or attempt to access, information other than that to which you are entitled under Clause 2.1 above.
- 3.3 You must notify us immediately of any changes or if you no longer wish to access your Portfolio information in accordance with Clause 11.1 below.
- 3.4 You hereby agree to indemnify us, our Associates and our and their respective members, partners, employees, and our agents and their employees, against any loss or expense suffered or incurred arising from your breach of any term, condition, representation or warranty set out in provision of these Online Reporting Terms.

- 3.5 You agree and acknowledge that you shall comply with the security procedures relating to access as specified within these Online Reporting Terms and provided by us from time to time.

4. Activating your account

- 4.1 The procedure for activating the Service will be detailed in an email to you.

5. Security

- 5.1 You must keep all security information such as username and passwords confidential and must not disclose it under any circumstances to anyone, including our members of staff. You agree to indemnify us against any loss of whatever kind and howsoever arising out of the unauthorised use or disclosure of such information.
- 5.2 You must take all reasonable precautions to prevent unauthorised or fraudulent use of the Service.
- 5.3 You must not keep a record of your account name and password (on a computer or on paper) in any form, which could be accessed and understood by any unauthorised person.
- 5.4 We will not be liable for any losses or costs incurred by you as a result of unauthorised access or usage of your account or for any transactions resulting from such access or usage.
- 5.5 You must notify us immediately if you suspect someone knows your account name and password or if you suspect someone has accessed your account without your permission.
- 5.6 If your account is not accessed for 200 days, it may be deactivated. This is to prevent unauthorised access.

6. Usage of the Service

- 6.1 You must not, and must not attempt to:
- (a) gain unauthorised access to the Service;
 - (b) bypass or breach the security of the Service;
 - (c) alter, change or modify the Service; or
 - (d) copy any parts or the whole of the Service.
- 6.2 You should note that if you do any of the above, it may be a criminal offence as well as being a breach of these Online Reporting Terms.
- 6.3 You must not do anything which may impair or damage the Service or the reputation of the Service.
- 6.4 Where you are aware of any discrepancies of Intellectual Property Rights subsisting in the details displayed in the Website, you shall inform us immediately.

7. Provision of the Service

- 7.1 We will use reasonable endeavours to ensure that the Service is available. However, we do not make any representations or warranties as to the availability of the Service and do not accept liability for any failure to provide the Service at all or failure to provide the Service temporarily or restrict the provision of the Service for administrative or other reasons. If the Service is unavailable, you may contact us during normal business hours.
- 7.2 We reserve the right to suspend or withdraw operation of the Service at any time. We will try to inform you of any such occurrence as soon as is practicable after such suspension or withdrawal,

unless the Service has already been resumed or restored. We reserve the right to suspend immediately and without notice the operation and/or usage of the Service in whole or in part where we consider this to be appropriate as a result of any suspected or actual unauthorised access to the Service by anybody, whether or not such unauthorised access is believed to have affected your account.

- 7.3 You acknowledge that your access to the Service may be prevented by certain factors outside of our control including without limitation the unavailability, in-operation or interruption of internet services or the in-operation or inefficiency or unsuitability of the computer hardware that you use to access the Service. We shall not be liable for any loss or damage in respect of this.
- 7.4 Where the online valuation is not available for any extended time or terminated for any reason whatsoever, if you have opted for online reporting in your Client Investment Profile in lieu of the hard copy valuation being sent via normal mail delivery, the normal delivery method by normal post will be reinstated by us.
- 7.5 We shall not be liable for errors, omissions or inaccuracies regarding any of your details displayed on the Website which arise out of data transmission or which take place due to machine or software error or which originate from information or data obtained from third parties.
- 7.6 In no event will we be liable for special, indirect, incidental or consequential loss and for damages arising from loss of use, data or profits arising out of or in connection with the Service. Notwithstanding the foregoing our liability shall only be limited to the extent permitted by law.
- 7.7 The Service is currently provided free of charge. We reserve the right to levy charges in the future should we determine circumstances so require. If and when we decide to levy any charges for the Service, we will inform you in writing and you will have the opportunity to terminate the Service under these Online Reporting Terms with immediate notice.
- 7.8 We reserve the right from time to time to make changes or enhancements to the Service and to cease providing the Service or any part thereof. We will, where appropriate and at our discretion, inform you of any such changes or enhancements prior to their implementation, either by e-mail or by post to your last recorded address.
- 7.9 Whilst we will use our reasonable endeavours to ensure that the information provided by the Service is accurate, we will not be liable to you for any losses you may incur as a result of any errors or omissions caused by third parties or (except so far as it arises from our own gross negligence, fraud or wilful default) ourselves.
- 7.10 These Online Reporting Terms are available and may be viewed from within the Service. We reserve the right from time to time to vary these Online Reporting Terms governing the usage of the Service and such variations or changes shall be effective immediately any notice thereof will be furnished to you by inclusion within the Service or otherwise.

8. Warranties and disclaimers

- 8.1 We make no express or implied warranties or representations, whether statutory or otherwise, regarding the Service or any part thereof including without limitation with regard to your information displayed on the Website, except to the extent that any such warranties or representations cannot be excluded by law.
- 8.2 The Service consists of a viewable unaudited interim valuation and also downloadable audited monthly, quarterly, half yearly valuation (where applicable). It is important for you to note that the holdings and prices reflected in the online unaudited interim valuation report have not been reconciled or checked for accuracy and therefore the figures should be treated as indicative only. You should not treat the information you see for the unaudited interim valuation within the online valuation service as conclusive. We cannot be held liable for any losses or damages (including consequential losses or damages) whatsoever from the use of, or reliance on, the information within the overview of the unaudited interim valuation.

- 8.3 We reserve the right to amend the facts and figures on the Website without providing notification to you.
- 8.4 The Website is published solely for informational purposes and has no regard to the specific investment objectives, financial situation or particular needs of any person.

9. Title

- 9.1 You agree and acknowledge that you have no title in the Website and any information concerning you may be displayed on the Website and any rights you have in respect thereof is strictly as granted to you and/or authorised and solely limited to these Online Reporting Terms.

10. Links to other website and services

- 10.1 The Website may contain internet addresses, links and/or hyperlinks to other websites, which are not operated or monitored by us. The links to other sites are for your convenience and we do not accept any responsibility or liability for enabling you to link to any other website, for the contents of any other website, for the security of any other website, or for any consequence of your acting upon the contents of such website. No endorsement or approval of any third parties or their advice, opinions, information, products or services is expressed or implied by any information on the website. It is your responsibility to check the terms and conditions and privacy policies which are applicable to such other third party sites.

11. Cookies

- 11.1 By agreeing to these Online Reporting Terms you accept that we will place a cookie on your computer to recognise you each time you log in to the Service. A "cookie" is a small data file of letters and numbers that we store on your browser or the hard drive of your computer. Cookies cannot be programmed, carry computer viruses or install malware on your computer and they do not retrieve information stored on your hard drive or corrupt or damage your computer or any of its files. Please note that your browser needs to accept "cookies" in order to use the Service. If it is not the case at the moment, you may need to make the necessary changes to your browser settings to accept the "cookies" required to use the Service. You can block cookies by activating the setting on your browser that allows you to refuse the setting of all or some cookies. However, if you use your browser settings to block all cookies you may not be able to access all or parts of the Service.

12. Incorporation

- 12.1 If you have elected to use our online reporting service by completing the relevant section of your Client Investment Profile, you agree that these Online Reporting Terms form an integral part of the Client Agreement and by signing the Client Investment Profile you agree to be bound by these Online Reporting Terms in relation to your use of the Service.

13. Termination

- 13.1 If you wish to stop using the Service, please notify us in writing by post or email and we will deactivate your account. Upon deactivation, you will not be able to access the Service and these Online Reporting Terms shall no longer apply.
- 13.2 These Online Reporting Terms will automatically terminate when the Client Agreement is terminated.
- 13.3 The rights granted to you to use the Service will terminate immediately upon any violation by you of these Online Reporting Terms. We in our sole discretion, reserve the right to temporarily or permanently terminate your access to, and use of, the Website at any time and for any reason whatsoever, without notice or liability. Neither we nor any member of Bank J. Safra Sarasin Limited group will be liable to you or any third party for any termination of your access to or use of the Website.

14. Governing law

- 14.1 These Online Reporting Terms and your use of the Service and Website shall be governed by and construed in accordance with the laws of England and Wales and any disputes will be decided only by the courts of England and Wales.