

## Terms of Use

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING THIS WEBSITE, INCLUDING THE APPLICATIONS WHICH YOU CAN ACCESS VIA THIS WEBSITE (collectively this website and, if relevant, any underlying applications which you can access via this website shall be referred to as "Website"). By using this Website, you signify your assent to these terms of use. If you do not agree to these terms of use, please do not use the Website.

This website is owned and operated by SEI Investments (Europe) Limited for and on behalf of Tilney. When we refer to SEI, we mean SEI Investments (Europe) Limited and its affiliates. SEI's registered office and postal addresses are SEI Investments (Europe) Ltd, 1st Floor, Alphabeta, 14 - 18 Finsbury Square, London, EC2A 1BR and SEI Investments (Europe) Ltd, PO Box 73147, Alphabeta, 2 Worship Street, London, EC2P 2PZ. When we refer to Tilney, we mean Tilney Limited and companies within the Tilney group including Tilney Discretionary Portfolio Management Limited. Tilney's registered office is 6 Chesterfield Gardens, London W1J 5BQ.

These firms are all Authorised and Regulated by the Financial Conduct Authority (FCA). You will have received details of the services and the firms' FCA and company numbers before you will have been granted access to this website. Please refer to those Terms and Conditions for details. If you would like further information about the FCA, you can access their website at [www.fca.org.uk](http://www.fca.org.uk).

Tilney and SEI each reserve the right, at their absolute discretion, to change, modify, add or remove portions of these terms at any time. Please check these terms periodically for changes. You agree and acknowledge that all (a) representations, warranties, indemnities, undertakings and obligations given by you under these terms of use and (b) disclaimers and/or limitations of liability by, and other rights of, Tilney and SEI under these terms of use shall apply (amended as necessary) to the benefit of, and be enforceable directly by, Tilney and SEI's contractors and their affiliates (each a "Relevant Party") against you, provided that the consent of the Relevant Parties shall not be required to the variation or rescission of these terms of use.

### 1. No Warranty

The information (including text, graphics, and functionality) is presented 'As Is' and 'As Available' without express or implied warranties including, but not limited to, implied warranties of non-infringement, title, merchantability, and/or fitness for a particular purpose. Tilney and SEI expressly disclaim any liability for errors and omissions regarding the information and materials contained in the Website. Due to the nature of the Internet, Tilney and SEI cannot guarantee the confidentiality, accuracy or completeness of the information contained in this Website, information provided via this Website, or its suitability for any purpose. Tilney and SEI may change or suspend the Website from time to time at their absolute discretion. Further, although SEI uses reasonable endeavours to avoid technological problems, Tilney and SEI are not responsible for any technological problem with the Website (including downtime) or with

anyone's use of the Website, and will not be liable for any impact these problems may have on users.

## 2. Copyright

The entire content (including text and 'look and feel' attributes) of this Website is copyrighted by Tilney (and its licensors (including, without limitation, SEI Investments (Europe) Limited and its affiliates)) or otherwise constitutes the exclusive confidential and proprietary intellectual property of Tilney (and its licensors (including, without limitation, SEI Investments ( Europe) Limited and its affiliates)). Any commercial use of such content requires the written permission of Tilney, which consent may be withheld at its sole discretion. All rights in such content are hereby reserved.

## 3. Viruses

Because of the marked increase in the fabrication and proliferation of computer viruses affecting the Internet, Tilney and SEI want to warn you about infections or viral contamination on your system. It is your responsibility to scan any and all downloaded materials received from the Internet or submitted to you via the Website. Tilney and SEI are not responsible or liable for any damage or loss caused by such hazards.

## 4. Linked Websites / Frames / Use

This Website may provide links to other websites for your convenience in locating related information and services. Tilney and SEI do not maintain any of these other websites and have no control over the organisations that maintain these websites or the information, products, or services these organisations provide. Although Tilney and SEI believe that the information from these organisations is reliable, it cannot guarantee their accuracy, completeness or suitability for any purpose. Accordingly, Tilney and SEI expressly disclaim any responsibility for the content of these other websites, the accuracy of the information on these websites and/or the quality of products or services provided by the organisations that maintain them. Tilney and SEI do not recommend or endorse these organisations or their products or services in any way and access to them is at the user's own risk. You are prohibited from linking to this Website from any other website, from framing any of the materials on this Website, and/or from suggesting any affiliation or endorsement between us, without our prior written authorisation. You may print copies of the material contained in this Website solely for your internal use in connection with the services provided to you by Tilney and SEI and solely in accordance with these terms and conditions. You are expressly prohibited from selling; distributing; copying, amending; modifying; posting; transmitting; uploading; or similar action regarding the material in this Website including: graphics; text; content; logos or the like. Further, you are prohibited from using this Website unlawfully and will be responsible for any and all of your unlawful use of this Website.

## 5. Responsibility for Use and Control of Passwords and Your Information

If applicable, by requesting and establishing a personalised password, you will have access to the Website and, if applicable, any tools and information available through this Website and Tilney and SEI hereby grants you a limited right to use the Website and such tools and information, which right Tilney or SEI may revoke at any time. You acknowledge that in order to use this Website, you may provide Tilney and SEI with non-public personal information and other financial information about yourself. In such event, this information will be stored by Tilney and/or SEI and available to you through the Website. You hereby represent that you have all required permission to provide Tilney and/or SEI with this information and will be solely liable and shall indemnify Tilney and SEI for any claims that you did not have such authority. You further acknowledge that you are fully responsible for the use of your password, whether authorised by or known by you or not, and the protection of your password and you shall indemnify both Tilney and SEI and hold them harmless for any claims related to any unauthorised access or use of the Website or other Tilney or SEI systems, including, without limitation, any claim related to the unauthorised access, use or theft of your personal information through the use of your password.

You agree to immediately notify Tilney if you become aware of any of the following: (a) loss or theft of your password; (b) unauthorised use of your password or any unauthorised use of this Website; and (c) any other information which you believe compromises the security of your personal information available through this Website.

## 6. Online Fraud Advisory

Tilney and/or SEI will never send emails that require customers to send personal information to them via email, website link or pop-up windows. Any unsolicited request for your account information you receive through emails, websites, or pop-up windows should be considered fraudulent.

Online fraud occurs when someone poses as a legitimate company to obtain sensitive personal data and then illegally conducts transactions on your existing accounts. Often called "phishing" or "spoofing," the most pervasive methods of online fraud are emails, counterfeit websites and pop-up windows, or any combination of these.

Fraudulent emails often:

- Appear to be from a legitimate, trusted source. You should not rely on the name or address in the "From" field, as this can be easily altered.
- Ask you for personal information. These emails often claim that your information has been compromised or frozen, or ask you to confirm your identity.
- Link to counterfeit websites. These sites may appear legitimate, but actually collect personal information for illegal use. They may also include a link to the real website in an attempt to make the link seem legitimate.
- Contain fraudulent phone numbers. These telephone numbers are usually tied directly to the fraud perpetrators. Never call a number featured on an email you suspect is fraudulent, and be sure to double-check any numbers you do call. In addition, a legitimate number may be included in an attempt to authenticate the email.

To help protect yourself from these fraudulent emails and websites:

- Never provide sensitive account or personal information in response to an email.
- Delete suspicious emails without opening them. If you do open a suspicious email, do not open any attachments or click on any links it may contain.
- Bookmark any sites that house personal account information and use those bookmarks to navigate directly to those sites.
- Install and regularly update virus protection software.
- Keep your computer operating system and Web browser current.

## 7. Changes to Website

Tilney and SEI may change the Website or update material without notice. While Tilney and SEI may make reasonable efforts to keep the site information accurate, they are not obligated to update or correct information within any specified time period. Tilney and SEI are not responsible for information provided by third parties, whether the information is part of this Website, is in any linked website, or is information about us that is provided on any website other than this one.

## 8. Privacy

Please refer to our Privacy Policy.

## 9. Limitation of Liability

To the extent permitted by law, under no circumstances, including, but not limited to, where Tilney and/or SEI have been negligent, shall Tilney/SEI be liable for any direct or indirect, incidental, special or consequential damages that result from the use of, or the inability to use, the materials in this Website, even if it or its authorised representatives have been advised of the possibility of such damages. In no event shall Tilney/SEI's joint total liability to you for all damages, losses, and causes of action (whether in contract, tort or otherwise) exceed the amount paid by you, if any, for accessing this Website. You are solely responsible for your decision to use (and use of) this Website. You shall indemnify and hold Tilney and SEI harmless from and against any and all claims, damages, liability and/or costs relating to your or your agents' use of this Website.

## 10. Jurisdiction

All disputes arising out of or in connection with any contractual or non-contractual obligations arising from or connected with these terms of use will be governed by and shall be construed in accordance with the laws of England and Wales. The parties hereby irrevocably submit to the exclusive jurisdiction of the English courts over any claim or dispute arising from, or related to, use of the Website (whether arising out of or in connection with contractual or non-contractual obligations) and it is a condition of using the Website that you waive any objection to proceedings in such courts on the grounds of venue or that proceedings have been brought in an

inconvenient forum, although Tilney and SEI retain the right to bring proceedings against you for breach of these terms of use in your country of residence or any other relevant country.

#### 11. Age and Responsibility

You represent that you are of sufficient legal age to use this Website and to create binding legal obligations for any liability you may incur as a result of the use of this Website. You agree that you are financially responsible for all uses of this Website by you and those using your login information.

#### 12. Termination of Access

Tilney and SEI each reserves the right to terminate, without prior notice to you, your access to this Website at their sole discretion, including without limitation, for overuse or abuse of this Website.