

# Client portal terms of use

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## **Client portal terms of use**

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Access to the Connor Broadley Investment Management (CBIM) online client portal (the Portal) is provided on the basis of these Terms of Use. In using the Portal, you agree to be bound by these Terms of Use.

These Terms of Use should be read in conjunction with any other applicable terms and conditions and risk warnings governing the provision of services by CBIM and to which these Terms of Use are supplementary, including those contained in your client agreement and our privacy information notice. We may modify these Terms of Use at any time, and such modifications will become effective immediately upon us publishing the updated Terms of Use on the Portal.

If you do not agree to these Terms of Use you should not use the Portal, you will be deemed to have accepted these Terms of Use (including any modifications) by continuing to use the Portal.

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## **Terminology**

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In these Terms of Use, the expressions we, us and our are a reference to Connor Broadley Ltd and Connor Broadley Investment Management (CBIM).

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## **Access and security**

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You agree only to access or attempt to access the Portal whilst you are a client of CBIM. You must not access or use the Portal for any purpose that is unlawful or prohibited by these Terms of Use.

You will be provided with the login information that you need to access the Portal which will be unique to you, such as a login ID and password (User Credentials). You should keep your User Credentials secret and you must not disclose or otherwise make available your User Credentials to any person or third party unless they are duly authorised users representing you. You should notify us as soon as possible if you believe your User Credentials may have been compromised, you suspect unauthorised access to the Portal or the information available to you on the Portal does not relate to you CBIM account(s).

You must take reasonable precautions to ensure that your method of access to the Portal via mobile devices, computer equipment and software (Equipment) is secure and does not expose you or the Portal to the risk of viruses, malicious code or other forms of interference which may result in unauthorised access to the Portal or damage the Equipment you use to access it. We do not accept responsibility for any interference with or damage to Equipment which arises from your use of the Portal.

We shall ensure appropriate security measures are implemented to secure the Portal and to prevent unauthorised access to information, but accept no liability for any losses or damage suffered by any party as a result of any lack of security of the Portal, however this arises.

If we become aware or reasonably suspect that there has been unauthorised access to the Portal or any form of misuse, we may temporarily suspend your access. We reserve the right to remove your ability to access the Portal if you breach these Terms of Use.

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## **Changes to the Portal**

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You acknowledge that we may vary the mode of operation, the facilities comprising, or discontinue the Portal without you having any recourse to us.

We shall endeavour, but without any obligation, to give notice of any variation to or termination of the Portal, but in any event, we reserve the right to withdraw or suspend the Portal at any time at our sole discretion and without notice. Should any notice be given, this may be delivered electronically.

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## **Title and licenses**

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The intellectual property rights in all elements of information, documentation, software and databases contained in the Portal belong to and shall remain the property of Connor Broadley Ltd or, in the case of third party rights used under licence, the relevant third party and you will retain no interest or title in such elements other than as set out in these Terms of Use. You may use the information, documentation, software and databases contained in the Portal, but solely to the extent necessary for the use of the Portal in accordance with these Terms of Use. This licence is non-exclusive, non-transferable and limited to these Terms of Use.

All external data (the Data) provided is the property of the relevant third party provider (Third Party). All copyright database rights, or other intellectual property shall remain the property of the Third Party. You may not download, re-distribute, re-disseminate or extract the Data. For the avoidance of doubt re-dissemination of any data includes without limitation making any such data available via the Internet or via any other electronic means of access.

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## **Disclaimer**

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While the Portal is normally available 24 hours a day, we or any associated person or company shall not be held liable if for any reason the Portal is unavailable at any time or for any period. Access to the Portal may be suspended temporarily without notice to you.

The information presented on the Portal, including but not limited to portfolio holdings, values and related documentation is unaudited and is presented without warranties or guarantees. While we endeavour to ensure that the information provided on the Portal is accurate and up-to-date, we do not warrant the accuracy and completeness of such information.

Connor Broadley Ltd (including any associated person or company) excludes all liability and responsibility for any amount or kind of damage or loss howsoever occasioned from your use of, inability to use, results of use of or reliance on the Portal website and/or any information contained on it.

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## **Indemnity**

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You indemnify us (including any associated person or company) against all actions, claims and demands (including the cost of defending or settling any action, claim or demand) which may be instituted against us arising out of a failure by you or by any person using your User Credentials (whether or not you have authorised that person to use your User Credentials) to comply with these Terms of Use.

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## Jurisdiction and use of the service outside England and Wales

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You acknowledge that access to all or part of the Portal may be restricted or prohibited by law in jurisdictions outside England and Wales. You are solely responsible for ensuring that you fully comply with any local laws applicable to any access and use of the Portal by you or an authorised user representing you.

These Terms of Use are governed by and shall be construed in accordance with English law and you hereby submit to the non-exclusive jurisdiction of the English courts.

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## Use of cookies

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The Portal is hosted by our third party custodian SEI and is subject to SEI's cookie policy which is replicated below. The expressions we, us and our in this cookie policy relate to SEI and not Connor Broadley or Connor Broadley Investment Management.

Please note that SEI's cookie policy is separate to the cookie policy applicable to Connor Broadley's corporate website which can be found on the terms and conditions section of that site (<https://www.connorbroadley.co.uk/terms-and-conditions>).

In addition, SEI has its own privacy policy (<https://seic.com/en-gb/privacy-policy>), also separate to Connor Broadley's, which applies to your personal data that SEI handles in relation to the custodial services SEI performs for you. SEI describe this in more detail under clause 13 of the custody terms.

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## SEI cookie policy

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Our website uses cookies to distinguish you from other users of our website. This helps us to provide you with a good experience when you browse our website and also allows us to improve our site.

A cookie is a small file of letters and numbers that we store on your browser or the hard drive of your computer. Cookies contain information that is transferred to your computer's hard drive.

We use the following cookies:

- **Strictly necessary cookies.** These are cookies that are required for the operation of our website. They include, for example, cookies that enable you to log into secure areas of our website
- **Analytical/performance cookies.** These allow us to recognize and count the number of visitors and see how visitors move around our website when they are using it. This helps us to improve the way our website works, for example, by ensuring that users are easily finding what they are looking for
- **Functionality cookies.** These are used to recognize the preferences of returning users
- **Targeting cookies.** These may be placed on your device so that you may see more targeted advertising during your browsing experience.

## How to manage cookies

Please note that disabling strictly necessary cookies may impair your ability to navigate the SEI website or to log into secure areas of the website.

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 (including essential cookies) you may not be able to access all or parts of our site.

For your convenience we have provided links to the cookie management page for the most popular web browsers:

- [Chrome](#)
- [Internet Explorer](#)
- [Firefox](#)
- [Safari](#)
- [Opera](#)

Except for strictly necessary cookies, cookies expire anywhere between a few seconds to several years, depending on the functionality provided by the cookie.

## Third party cookies

We may use third parties, such as advertising networks and exchanges, to allow us to serve you advertisements. These third-party ad networks and exchange providers may use third-party cookies, web beacons, or similar technologies to collect information about your visit to our site and elsewhere on the Internet. They may also collect your device identifier, IP address, or identifier for advertising (IDFA). The information that these third parties collect may be used to provide you with more relevant advertising elsewhere on the web. Third party cookies are covered by the third-parties' privacy policies.

For more information on third-party advertising-related cookies, interest-based advertising, and how to opt-out of that practice by companies participating in industry self-regulation, please visit the relevant website below based on your country of origin:

- [Your online choices](#)
- [About ads](#)
- [AboutCookies.org](#)