

TERMS OF USE

DISCRETIONARY INVESTMENT MANAGERS

Scottish Widows Platform

For Professional Advisers only

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TERMS OF USE

Your access and use of the Scottish Widows Platform is subject to the following 'Terms of Use'. Please read them carefully. If at any time you do not accept the terms as detailed here, you must not access or use the Scottish Widows Platform. Please refer to our Discretionary Investment Manager Terms of Business for all definitions.

You confirm by accepting these 'Terms of Use' that you are a Discretionary Investment Manager or an Authorised User of a Discretionary Investment Manager. By accepting these Terms of Use you are confirming that you have accepted the terms set out in the Discretionary Investment Manager Terms of Business as well and agree to be bound by both.

In the event of any conflict between these 'Terms of Use' and the Discretionary Investment Manager Terms of Business the Discretionary Investment Manager Terms of Business will prevail.

"you" or "your" refers to the Discretionary Investment Manager.

"Scottish Widows Platform", "us", "our" or "we" refers to the Scottish Widows Platform, which is the trading name of Embark Investment Services Limited.

References in these Terms of Use to any statutes, rules, regulations, laws, instruments or guidance include reference to any modifications, amendments, restatements or replacements from time to time.

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USE OF THE SCOTTISH WIDOWS PLATFORM

You may request that we provide you with access to the Scottish Widows Platform. You agree and acknowledge that only Discretionary Investment Managers and their Authorised Users in the UK may access the Scottish Widows Platform when providing services to financial advisers and their clients. You should never use the Scottish Widows Platform unless you are expressly authorised to do so by us pursuant to the Discretionary Investment Manager Terms of Business or your authorising firm.

You will know we agree to your use of the online services available on the Scottish Widows Platform pursuant to these Terms of Use when we have notified you and provided you with log in and password details.

You shall at all times access and use the Scottish Widows Platform in accordance with any guidance, issued from time to time by us, and shall not use the Scottish Widows Platform for any unlawful, improper or immoral purpose.

You confirm it is your responsibility to ensure you understand how the Scottish Widows Platform operates including in relation to:

- creating and maintaining investment Model Portfolios for explicit use on the Scottish Widows Platform;
- the facilitation by us of the payment of your fees in respect of any services provided by you to a financial adviser and their client; and
- any other functionality which may be notified by us to you (from time to time), subject to any additional terms.

We reserve the right at all times to:

- change the content, presentation and facilities of any part of the Scottish Widows Platform or of any tools; and
- suspend or withdraw access to the Scottish Widows Platform or any tools without notice where it may contravene Applicable Laws or where we have reasonable grounds to believe there has been, or may be, improper use of the Scottish Widows Platform or of any tools.

Where the Scottish Widows Platform contains links to other platforms and resources provided by third parties, we:

- make no warranty as to the accuracy of any information relating to, provided by or in relation to such tools and do not accept liability in any way for the content, accuracy, integrity or any aspect of that information; and
- shall not, where you have entered into terms of use of such tools directly with the third party providing the relevant tool, be liable for the use of, or the outputs from, the use of such tools, or for the acts, omissions or negligence of any third party.

We reserve the right on reasonable written notice to suspend, restrict or withdraw your rights of access to and use of the Scottish Widows Platform and/or to terminate these Terms of Use with you.

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ACCESS TO THE SCOTTISH WIDOWS PLATFORM

Your right to access and use the Scottish Widows Platform is personal to you. You shall not allow the use of, or disclose to any third party, any username or password used by you to access it. You are responsible for any and all acts and omissions that occur using your username and password.

You shall notify us immediately if you become aware, or have reason to believe, that there has been unauthorised use of your username and password or the security of the Scottish Widows Platform has been compromised and will co-operate in the investigation and remedy of any such security breach.

Without prejudice to the generality of the foregoing, we will not accept liability for any loss you suffer as a result of any unauthorised instructions where you have failed to inform us of any threat or potential threat to the security of your username or password.

We may at any time, at our sole discretion, suspend or terminate the use of your username and password for security, administration or any other reasons. We will inform you as soon as reasonably possible of such termination or suspension and will invite you to choose a new password.

You shall be responsible for any system or electronic device used by you to access the Scottish Widows Platform or any link to it, including any back office system, and for ensuring the system or electronic device is compatible and operates in accordance with any security or other standards agreed between you and us for the transmission and receipt of data.

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INTELLECTUAL PROPERTY

The Scottish Widows Platform, (additional) software, the material and data located on or provided through it, and all intellectual property rights therein, are (and shall at all time remain) owned by us (or our licensors). We grant to you a non-exclusive, non-transferable licence to use the Scottish Widows Platform and software and the material and data located on or provided through the Scottish Widows Platform, subject to these 'Terms of Use' and solely for the purposes set out in them.

You shall not:

- attempt to gain unauthorised access to our computer systems or to parts of the Scottish Widows Platform to which you are not granted access;
- copy, reproduce or transmit any information relating to, or the look and feel of, the Scottish Widows Platform or any tools on the Scottish Widows Platform, in whole or in part, unless this is for legitimate and proper use under these Terms of Use;
- alter or make modifications to, clone, copy, edit or interfere with, the Scottish Widows Platform or its source code or any of the tools;
- merge the Scottish Widows Platform or the tools on the Scottish Widows Platform with any other computer software programmes; or
- decompile, disassemble or reverse engineer the source code or components of the Scottish Widows Platform and tools on the Scottish Widows Platform except where required by Applicable Laws or these Terms of Use.

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DATA SECURITY

Without prejudice to the generality of Clause 3, all intellectual property rights in and to the data provided to you as a result of your use of the Scottish Widows Platform shall at all times remain our (or our licensors') property.

You agree that you will ensure that any data submitted by you will have been checked by an up-to-date virus and malware checker and will be free from viruses, malware and any other contaminants (whether latent or active) prior to its release to us.

The Scottish Widows Platform uses cookies and other similar software for recording activities for audit purposes. Your acceptance of these Terms of Use confirms your knowledge and acceptance of their use.

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CONFIDENTIALITY

You will keep confidential at all times information relating to the Scottish Widows Platform that is accessed using your username and password (known as "confidential information"). This includes any software, text, graphics, files, scripts or other content or materials, any database and any proprietary data, processes, information and documentation made available to you, other than that which is or becomes part of the public domain. You will only be permitted to disclose confidential information to any person(s) with our prior written consent or where required to do so by Applicable Laws.

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LIABILITY

Other than to the extent required by Applicable Laws, we provide no warranty as to the quality or fitness for purpose of the Scottish Widows Platform nor that it is free of errors, or viruses.

We have taken reasonable care to ensure that the information provided through the Scottish Widows Platform is accurate at the time of publication; however, no representation or warranty, express or implied, as to the reliability, accuracy or completeness of such information is given.

To the extent permitted by Applicable Laws and subject to the provisions of this Clause 6, we shall have no liability for any, indirect or consequential loss or damage (whatsoever or howsoever caused) suffered by you including, without limitation, any loss of profits, revenue, business, goodwill or business opportunity, or any loss of data or damage to computer systems, whether in an action for breach of contract, in negligence or any other tort, under statute or otherwise arising out of or in connection with:

- the use of the Scottish Widows Platform;
- any delay or inability to access or use the Scottish Widows Platform;
- any change to the Scottish Widows Platform;
- any suspension, restriction or withdrawal of the Scottish Widows Platform;
- the results of the use of the Scottish Widows Platform; or
- the use of, or reliance upon, the information provided;
- through the Scottish Widows Platform.

Nothing in these Terms of Use shall exclude or restrict our liability for fraud, or for death or personal injury caused by our negligence, or any liability imposed under the provisions of the Financial Services and Market Act 2000, or any other liability which may not lawfully be excluded or limited.

You hereby agree to indemnify us and keep us fully and effectively indemnified in respect of any losses, claims, liabilities, costs, damages or expenses (including reasonable legal costs and expenses) incurred, suffered by or brought against us (except to the extent caused directly by our own breach of these Terms of Use, and/or the Discretionary Investment Managers Terms of Business, negligence, wilful default or fraud) as a result of your use or misuse of the Scottish Widows Platform or any breach by you of any of the provisions of these Terms of Use. This obligation shall survive any termination of these terms.

Without prejudice to the generality of the foregoing, we shall not be liable to you for any loss whatsoever that you suffer as a result of any claim made against you by a financial adviser or client arising from their investing in any model portfolios created by you and offered on the Scottish Widows Platform.

Without prejudice to its liability for its own obligations, act or omissions, the Discretionary Investment Manager will be liable to us for all of the obligations, acts or omissions (whether occurring with or without its authority) for any actions of an Authorised User in connection with the use of the Scottish Widows Platform under these Terms of Use.

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ADMINISTRATION AUTHORITY

Where agreed by us, the Discretionary Investment Manager may have been provided with the following additional access to functionality on the Scottish Widows Platform:

- create usernames and passwords for other Authorised Users;
- request new passwords be issued to Authorised Users where appropriate; and
- to cancel usernames and passwords upon the termination of an Authorised User's access to the Scottish Widows Platform due to:
 - a) the termination of these Discretionary Investment Manager Terms of Business and Terms of Use between the Discretionary Investment Manager and us;
 - b) the Authorised User not longer being entitled to use the Scottish Widows Platform; or
 - c) the Authorised User no longer works for the Discretionary Investment Manager.

As a holder of the additional functionality detailed in this Clause 7, the Discretionary Investment Manager acknowledges and agrees it will have the responsibility for:

- maintaining the security and confidentiality of the usernames and passwords provided;
- maintaining a current and up-to-date list of any Authorised Users to whom usernames and passwords have been provided, such list to be provided to us on request;
- promptly cancelling the username and password of any Authorised User for whom access to the Scottish Widows Platform has been withdrawn as set out in these Terms of Use.

The Discretionary Investment Manager agrees it shall authenticate each user of the Scottish Widows Platform before registering them as Authorised Users to ensure they are authorised to access only data which they have authority to manage or provide services to, in line with these Terms of Use, and the Discretionary Investment Managers Terms of Business.

We reserve the right to review your processes and any procedures you may have for storing, protecting, granting and gaining or sharing access to the Scottish Widows Platform. You shall implement properly and promptly any reasonable request by us for a change or addition to such processes and procedures.

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GENERAL

We reserve the right to amend, update or alter the Scottish Widows Platform and in such event these Terms of Use shall apply to the Scottish Widows Platform as amended, updated or altered from time to time.

We do not endorse or approve you or any user you have authorised when using the Scottish Widows Platform, providing investment services, or promoting the Scottish Widows Platform and through platforms or other promotional material. You shall not sub-license, assign or transfer in any way any of your rights and/or obligations under these Terms of Use without our prior written consent, such consent not be unreasonably withheld. We shall be entitled at any time, on reasonable notice to you, (without obtaining further consent or agreement from you) to assign, sub-contract, novate, transfer or otherwise dispose of any or all of our rights and/or obligations under these Terms of Use to any Embark Group company, and only with your prior written consent in all other circumstances, such consent not to be unreasonably withheld.

These Terms of Use may only be varied with the consent of both Parties unless these Terms require variation as a consequence of Applicable Law, or operational changes to systems and processes on the Scottish Widows Platform, in which case we shall provide a minimum of twenty (20) Business Days prior written notice of such variations. You acknowledge that such prior written notice period may be less than 20 Business Days if expressly required by Applicable Law.

Any such variation shall be effective once the varied Terms of Use have been posted on the Scottish Widows Platform. Your continued use of the Scottish Widows Platform shall indicate your acceptance of the Terms of Use applicable at the time it is accessed.

If you do not agree to the varied 'Terms of Use', you must discontinue your use of the Scottish Widows Platform.

These 'Terms of Use' and any non-contractual obligations arising out of or in connection with them will be governed by and construed in accordance with the law of England and Wales. The courts of England and Wales shall have exclusive jurisdiction over any claim or matter arising under or in connection with these 'Terms of Use' or the legal relationships established by them.

Any breach of these Terms of Use may result in the:

- immediate suspension, with or without notice, of your; rights of access to and use of the Scottish Widows Platform; and
- immediate termination of these Terms of Use.

Without prejudice to the foregoing, these Terms of Use and your rights of access to and use of the Scottish Widows Platform shall automatically terminate:

- on termination of the Discretionary Investment Manager Terms of Business between you and us;
- if the Discretionary Investment Manager is no longer entitled to use the Scottish Widows Platform; or
- if your authorisation to use the Scottish Widows Platform is withdrawn.



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