

Connect online terms

1. Scope

- 1.1 Connect is an online portal that is utilised by Financial Advisers to view and manage investments. Customers and other third parties (such as SIPP providers and off-shore bond providers) can also be provided with view only access to accounts.
- 1.2 We may make information and services (the "on-line services") available to you by electronic means either directly through Connect or through a third party. These terms (the "Terms") will apply specifically to all such on-line services. They apply along-side any other Terms which may be applicable to services or products provided by Premier Fund Managers Limited or any affiliate thereof (the "Premier Miton Group").
- 1.3 By accessing Connect you agree to comply with these Terms and any additional terms and conditions, security policies and guidance we may issue from time to time in relation to the on-line services.
- 1.4 Connect does not provide real-time updates in relation to prices or for cash sent to it. Prices for valuation purposes are provided as at the close of business the day before and cash will be allocated to your account twice daily depending on when the monies are received by the bank and receipted to Connect.
- 1.5 Where you have nominated a user (natural or legal) to have access rights on your behalf to the on-line services, you undertake to ensure that such users are made aware of and comply with these Terms, and any additional terms and conditions, security policies and guidance we may issue from time to time in relation to the on-line services. You will remain liable for the safekeeping and security of all usernames and passwords provided to such users and for any breach of these Terms or other policies, direction or guidance by such users.
- 1.6 These Terms shall be governed by and construed in accordance with English law.

2. Registration and Security

- 2.1 In order to register for on-line services via Connect, you will need to provide us with an email address, telephone number and other identifying data. The details will be used by the Premier Miton Group for the following purposes:
 - (a) registration and password reminder;
 - (b) communications concerning the operation of Connect and the on-line services;
 - (c) communicating with you in accordance with existing preferences.
- 2.2 We grant you the right to use the on-line services and log in solely for use in accordance with these Terms and any other instruction or direction for use supplied by the Premier Miton Group from time to time via Connect or otherwise. You agree to comply with these Terms and any such other instruction or direction.
- 2.3 Your right to use Connect is personal to you, and you may not permit any other person to gain access to the on-line services using your unique log in.

- 2.4 You must:
- 2.4.1 not share usernames, passwords, or other Information, passwords, digital certificates, User IDs or any other security identification ("Secure Information") with any other person;
 - 2.4.2 notify us immediately if you become aware that security of our on-line services may have been compromised by reason of unauthorised access;
 - 2.4.3 ensure that the software which you use to access Connect has adequate security features to prevent unauthorised access;
- 2.5 Please note that password sharing is an offence under the Computer Misuse Act, as amended. If you do not adhere to the registration and security requirements we may block your access to the online services in order to protect from unauthorised use.

3. Virus Protection

- 3.1 You will maintain up to date anti- virus software, anti-spyware software, firewall and security patches on any system or device used for the on-line services.
- 3.2 You will ensure that no virus is coded or otherwise introduced into our systems, or any systems used and / or owned by any member of the Premier Miton Group, as a result of any act or omission by you. If a virus is found to have been coded or otherwise introduced as a result of any action or omission by you, you shall immediately and at your own cost:
- 3.2.1 take all necessary remedial action to eliminate the virus; and
 - 3.2.2 if the virus causes a loss of operational efficiency and/ or any loss of data, take all steps necessary and provide all assistance required by us to mitigate the loss of or damage to such data and to restore the efficiency of such data.

4. Availability

- 4.1 Availability of on-line services through Connect depends on the availability of our systems, services operated by third parties and normal internet availability. We will not accept liability for unavailability of the on-line services or Connect, for any reason.
- 4.2 Technological changes or updates to the on-line services from time to time may make the equipment which you use to access the on-line services (the "Equipment") obsolete or otherwise unsuitable. You are solely responsible for providing, updating, or replacing any part of the Equipment and for any telecommunication and other related costs. We make no warranty as to the suitability or otherwise of the Equipment, which is solely your responsibility.
- 4.3 We reserve the right to extend, amend, suspend or withdraw the on-line services, or any part thereof, at any time even if this results in a requirement for you to update or replace the Equipment.

5. Errors and omissions

- 5.1 We endeavour to keep records accessed through Connect up to date and accurate at all times. We will not accept liability for claims for damages or loss arising from inaccurate or incomplete records.
- 5.2 We do not accept responsibility and will not be liable for the inaccuracy or incompleteness of information or responses you receive through the on-line services where the inaccuracy or incompleteness arises out of or in connection with data transmission, machine or software malfunction, services provided by a third party or from an operator error.
- 5.3 You accept responsibility for ensuring that any data transmitted to us is up to date, accurate and complete at all times.

6. Intellectual Property

- 6.1 The Premier Miton Group owns the copyright and any other intellectual property rights subsisting anywhere in the world relating to Connect, the on-line services and your username and password in respect of the on-line services.
- 6.2 You have no rights to the username and/or password and information other than as set out in these Terms. If you become aware of or suspect any unlawful or unauthorised use of the on-line service (or if you become aware of or suspect any other infringement by any person of rights of the Premier Miton Group in the Information) you must bring this to our attention immediately and give us any details you have in relation to this infringement.

7. Restrictions on use

Your rights under these Terms are personal to you and you may not sublicense, assign or otherwise transfer any of those rights.

8. Limitations of liability

- 8.1 We make no warranty or representation that the on-line services through Connect can be accessed at all times. The Services may be temporarily unavailable or restricted for administrative or other reasons and the Premier Miton Group does not accept any responsibility and will not be liable for any loss or damage arising out of or in connection with loss of use of the on-line services.
- 8.2 You acknowledge that your uninterrupted access to Connect and use of the on-line services may also be prevented by certain factors outside our reasonable control (a "Service Disruption Event") including, without limitation, the failure, inefficiency or unsuitability of the Equipment and the unavailability, failure or interruption of internet or other telecommunication services. Non-performance by us of our obligations under these Terms will not be a breach of these Terms where such non-performance results directly or indirectly from a Service Disruption Event. The Premier Miton Group does not accept any responsibility and will not be liable for any loss or damage arising out of or in connection with any such Service Disruption Event.
- 8.3 The Premier Miton Group does not accept any responsibility and will not be liable for the inaccuracy or incompleteness of any information received by you or by us through Connect which arises out of or in connection with data transmission, machine or software error or malfunction or from your operating error or which originates from information obtained from third parties (other than such inaccuracy or incompleteness arising as a result of our negligence, fraud or wilful default). The Premier Miton Group does not accept any responsibility and will not be liable for the performance of any third party involved in the provision to you of Services, regardless of whether you have made contact with such third party via the on-line service.

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