

PORTAL TERMS OF USE

1. INTRODUCTION

- 1.1 These terms (the “**Portal Terms**”) set out the terms applicable to your use of Liberum Wealth’s website portal (the “**Portal**”). Unless the context requires otherwise, references in these Portal Terms to the Portal include each account access to the Portal (“**Portal Account**”). By using the Portal, you indicate your agreement to be bound by the Portal Terms.
- 1.2 The Portal Terms should be read together with Liberum Wealth’s terms of business (the “**Terms of Business**”, as amended or superseded from time to time), which set out the terms applicable to the provision of our Services.
- 1.3 If there is any inconsistency between the Portal Terms and the Terms of Business:
 - (a) relating to the use of the Portal, the Portal Terms shall prevail; or
 - (b) relating to the provision of our Services, the Terms of Business shall prevail.

2. DEFINITIONS AND INTERPRETATION

- 2.1 In these Portal Terms, subject to clause 2.2 and unless the context requires otherwise:
 - (a) “**Applicable Law**” means the Applicable Regulations (as defined in the Portal Terms) and any other laws, rules, and regulations in force from time to time in any jurisdiction and applicable to the Portal or your use thereof, or otherwise to the provision of our services to you;
 - (b) “**Authorised Person**” means each person authorised in accordance with these Portal Terms to access a Portal Account, including without limitation each person who is an Authorised Person in relation to the relevant Client Account under the Terms of Business;
 - (c) “**Client Account**” means any Account (as defined in our Terms of Business) held with us by a Client, and unless the context requires otherwise, references in these Portal Terms to a Client Account shall refer to the Client Account to which a given Portal Account is (or is intended to be) linked;
 - (d) “**Interactive Data**” means the securities market data accessible through the Portal, which may be provided by third party providers;
 - (e) “**Login Details**” is defined in clause 4.1;
 - (f) “**Material**” means any material contained on the Portal, including (without limitation) any software, designs, text, images, audio, Interactive Data, other copyrightable elements, the selection and arrangements thereof, and any trade-marks;
 - (g) “**Portal**” means the website portal provided by Liberum Wealth, and for the avoidance of doubt, unless the context requires otherwise, references to the Portal include each Portal Account;
 - (h) “**Take-on Procedures**” means the client due diligence, risk assessment and other procedures that apply to the opening of any Client Account; and
 - (i) “**Transmission**” means any transmission of information or instructions through a Portal Account.
- 2.2 References to “**Liberum Wealth**”, “**we**”, “**us**” and “**our**” refer to Liberum Wealth Limited and (where appropriate) our affiliates. References to “**you**” and “**your**” refer to each user of the Portal.

- 2.3 Subject to the definitions set out in clause 2.1, terms defined in the Terms of Business shall have the same meanings in these Portal Terms, unless the context requires otherwise.
- 2.4 Headings are included for ease of reference only, do not form part of these Portal Terms, and should not be taken into consideration in the interpretation of these Portal Terms.

3. ABOUT LIBERUM WEALTH

- 3.1 The Portal is operated by Liberum Wealth.
- 3.2 Liberum Wealth is licensed and regulated by the GFSC. Visit www.liberumwealth.com/legal-regulatory for further details about us.
- 3.3 We provide custody, trading and related investment administration services. For the avoidance of doubt, we do not provide investment advice or other professional advisory or management services, and none of the Material should be construed as investment advice or as an offer or solicitation to provide any such services.

4. ACCESS AND SECURITY

- 4.1 Your access to the Portal Account will be controlled through your unique username and password ("**Login Details**").
- 4.2 If you have contacted us in connection with the opening of a Client Account, we may in our discretion agree to register and create a Portal Account for you, in which case we will provide you (and any other Authorised Persons) with Login Details (or instructions to create Login Details) by email.
- 4.3 Except in the circumstances described in clause 4.2, to create a Portal Account you will need to register on the Portal by following the prompts on the Portal homepage.
- 4.4 During the registration process, at our discretion you may have the opportunity to authorise one or more Authorised Persons to access the Portal Account. We reserve the right to refuse to accept any, or set limits on the number of, persons who may be authorised in respect of any Portal Account, and/or to charge additional administration fees for adding any Authorised Person to a Portal Account. The addition of any Authorised Person is subject to our Take-On Procedures. Once the registration has been completed, automated emails containing Login Details (or instructions to create Login Details) will be sent to each Authorised Person, at the email address(es) that you have provided. Each Authorised Person will receive unique Login Details.
- 4.5 For the avoidance of doubt, the opening of a Portal Account does not guarantee the opening of a corresponding Client Account, which is subject to the satisfactory completion of our usual Take-on Procedures.
- 4.6 You must notify us immediately if you are aware that any of the information that you have provided in connection with the opening or maintenance of a Portal Account or authorisation of any Authorised Person is or becomes inaccurate, incomplete or misleading.
- 4.7 We shall be entitled, in our absolute discretion, to close a Portal Account, or otherwise to suspend, deny and/or place conditions or restrictions on any person's access to the Portal, at any time.
- 4.8 Without prejudice to the generality of clause 4.7, we reserve the right to suspend, deny and/or place conditions or restrictions on your access to the Portal, including (without limitation) if you breach these Portal Terms.
- 4.9 A Portal Account is intended to give our Clients (and their Authorised Persons) online access to their Client Accounts. Therefore, without prejudice to the generality of clause 4.7, we reserve the right to suspend, deny and/or place conditions or restrictions on any person's access to any Portal Account, or to close any Portal Account, if we are unable to satisfactorily complete our Take-on Procedures in

relation to the relevant Client Account or in relation to any Authorised Person, if we are unable to satisfactorily comply with our ongoing regulatory obligations relating to the Client Account, or if for any other reason the relevant Client Account is not opened, or having been opened is subsequently closed.

- 4.10 By using the Portal, you and each of your Authorised Persons represents and warrants that each Authorised Person is duly authorised to access and use the Portal Account on your behalf, and has the power and authority to legally bind you in relation to the relevant Client Account. We shall be entitled to rely upon the continued authority of each Authorised Person to access and use the Portal Account. Please note that we may require further information and/or documentation in order to process any such removal of an Authorised Person.
- 4.11 To access the Portal Account on any given occasion, you will be required to log in through the Portal's homepage using your Login Details, and you may also be required to complete additional authentication checks.
- 4.12 If you forget or otherwise wish to change your Login Details, you may generate new Login Details by clicking on 'Forgot your password?' and following the prompts. We may also require you to change your Login Details from time to time to protect the security of your Portal Account.
- 4.13 Your Login Details are confidential, and it is your responsibility to keep them secure and protect them from unauthorised access. You may not share your Login Details with any other person (including any other Authorised Person) without our express written approval. If we have given such approval (for example, to enable the use of one set of Login Details among authorised employees within an organisation), you shall be responsible for monitoring usage of the Login Details, and maintaining adequate internal controls relating to the use of the Portal, by the relevant person(s), each of whom shall be bound by these Portal Terms.
- 4.14 You must notify us immediately if you have any reason to believe or suspect that your Login Details may have been stolen, lost or compromised, or otherwise that any unauthorised person may be able to gain access to your Portal Account. Until and unless we receive such notification, you shall be solely responsible for all acts and/or omissions of any person accessing the Portal Account using your Login Details.

5. TRANSMISSIONS

- 5.1 We shall not be obliged to verify the accuracy or authenticity of any Transmission. Instead, we shall be entitled to assume that each Transmission is accurate and complete, and that it has been duly made by the Client or other Authorised Person to which the Login Details used to access the Portal Account to make the Transmission belong. Each Transmission shall be treated as if it had been made in writing and signed by or on behalf of the relevant Client and/or other Authorised Person.
- 5.2 Without prejudice to clause 5.1, we may in our absolute discretion at any time refuse or withdraw any orders or instructions submitted through any Portal Account, without giving a reason.
- 5.3 You must immediately notify us [by email] if you become aware of any technical problems relating to your Portal Account, for example if:
- (a) you are unable to log in to your Portal Account using your usual Login Details;
 - (b) you do not receive accurate confirmation that an instruction that you have made has been received or executed;
 - (c) you receive confirmation of an order and/or execution that you did not place; or
 - (d) there are any inaccuracies in the account balances, positions or transaction history reflected in your Portal Account.

- 5.4 Except in the case of manifest error, our records (including computer data records, transaction numbers and recordings) of Transmissions made through or in relation to any Portal Account shall be conclusive evidence of all Transmissions made in relation to that Portal Account, shall be binding on the relevant Client and/or other Authorised Person(s), and shall be admissible as evidence in court to the extent permitted by Applicable Law.
- 5.5 For the avoidance of doubt, subject to the provisions of this clause 5, the terms of the Terms of Business relating to the making of instructions and related matters shall apply mutatis mutandis to any instructions made through a Portal Account.

6. USE OF PORTAL

Compliance with Applicable Law

- 6.1 You must comply with all Applicable Law in your use of the Portal. For the avoidance of doubt, it is your responsibility to ensure that your use of the Portal is not contrary to any Applicable Law.
- 6.2 You shall not use the Portal other than for its intended purpose. Without prejudice to the foregoing, or to the generality of clause 6.1, you shall not:
- (a) knowingly introduce viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful, or attack the Portal via a denial-of-service attack or a distributed denial-of service attack;
 - (b) interfere with, damage or disrupt any part of the Portal, any equipment or network on which the Portal is stored, or any software used in the provision of the Portal;
 - (c) attempt to gain unauthorised access to the Portal, any Portal Account (or any information within any Portal Account), the server on which the Portal is stored, or any server, computer or database connected to the Portal, or otherwise attempt to elude the security systems of the Portal;
 - (d) except as a duly Authorised Person, access or attempt to access a Portal Account on behalf of any third party without our express written consent; or
 - (e) use the Portal in any way that is unlawful or fraudulent or has any unlawful or fraudulent purpose or effect.
- 6.3 If it comes to our attention that you have breached any provision of clause 6.2, without prejudice to any other legal or contractual remedies available to us, we may report such breach to the relevant law enforcement authorities, in which case we will cooperate with such authorities, including by disclosing your identity to them.

Virus Protection

- 6.4 You are responsible for configuring your information technology, computer programmes and platform to access the Portal.
- 6.5 While we take reasonable measures to protect the security of the Portal, we do not guarantee that the Portal is secure or free from bugs or viruses. We recommend that you use appropriate virus protection software.

Intellectual Property

- 6.6 We are the owner or the licensee of all intellectual property rights in the Portal, and of the Material contained on it, which is protected by copyright and intellectual property laws and treaties around the world. All such rights are reserved.

- 6.7 You may print or digitally copy any page from your Portal Account for your personal use, and you may share such copies and/or information from your Portal Account to the extent permitted by the confidentiality provisions of the Terms of Business.
- 6.8 Subject to clause 6.7, you may not produce, modify, create derivative works from, display, publish, distribute, disseminate, broadcast, or circulate any Material to any third party (including, but not limited to the display and distribution of Materials via a third party site) without our prior written consent, nor may you disassemble, decompile, reverse engineer, or otherwise modify any Material.

Accuracy of information not guaranteed

- 6.9 Although we make reasonable efforts to keep the information on the Portal accurate and up to date, we make no representations, warranties or guarantees, whether express or implied, that the content of the Portal (including each Portal Account) is accurate, complete or up to date.
- 6.10 Without prejudice to the generality of clause 6.9, any pricing information provided through the Portal is indicative only and we shall have no liability for any errors, omissions or delays in updating any such information, or for any action taken in reliance thereof.

No reliance on information in Portal Account

- 6.11 The information relating to your Assets in your Portal Account is provided solely to enable you to view the status of your Client Account, and should not be relied upon in connection with any investment decision or in order to make any tax or investment related calculations. Nothing on the Portal constitutes investment, legal, tax or other advice, and nothing on the Portal should be construed as a solicitation, offer or recommendation to acquire or dispose of any investment or to engage in any other transaction, or as a solicitation or offer by us to provide investment advice or any other service.

No responsibility for linked websites

- 6.12 Where the Portal contains any link to any website or resource provided by a third party, such link is provided for your information only, and should not be interpreted as approval by us of those linked websites or any information you may obtain from them. We do not accept any responsibility or liability in connection with your use of any such website.

Uninterrupted access not guaranteed

- 6.13 We do not guarantee uninterrupted access to your Portal Account, and we may suspend, withdraw or restrict the availability of all or any part of the Portal for business, maintenance and/or operational reasons. We will try to give you reasonable notice of any such suspension or withdrawal of access. If you are unable to access your Portal Account for any reason, you may (subject to the Terms of Business) instruct us in relation to the relevant Client Account through any of the other methods provided for in our Terms of Business, or contact us to make alternative arrangements. It is your responsibility to ensure that you have alternative arrangements in place for the transmission of instructions in relation to your Client Account in the event that you are unable to access the Portal.

7. LIABILITY AND INDEMNITY

- 7.1 We shall not be liable for any losses, damages, costs or expenses, howsoever arising (including through any defect, error, fault, mistake or inaccuracy in the Portal, or due to any unavailability of the Portal or any part thereof), incurred or suffered by you in connection with your use of the Portal, unless such loss directly arises from our gross negligence, wilful default or fraud.
- 7.2 In any event, we shall not be liable for any indirect, consequential or special loss or damages, loss of profits, loss of goodwill, loss of opportunity or loss of anticipated savings, howsoever arising.
- 7.3 You undertake to keep us fully indemnified against all losses, damages, claims, costs or expenses whatsoever incurred by us pursuant to or in connection with your use of the Portal, or as a result of

your breach of any provision of these Portal Terms, unless arising directly from our gross negligence, wilful default or fraud. In such circumstances, you shall use your best efforts to cooperate with us in the defence of any such claim. We reserve the right to assume, at our sole expense, the exclusive defence and control of any matter subject to indemnification by you, provided that you fully cooperate with us in asserting any available defences.

- 7.4 The provisions of this clause 7 are without prejudice to any rights, remedies and/or limitations of liability set out in any other provision of these Portal Terms.

8. COOKIES

- 8.1 We use cookies to distinguish you from other users of the Portal. A cookie is a piece of data stored on a user's hard drive containing information about the user. For information about the cookies that we use on the Portal, and why we use them, please see: liberumwealth.com/cookie-notice.
- 8.2 If you do not accept our use of cookies as set out in these Portal Terms, you can set your internet browser to reject cookies. However, this may impair your ability to use the Portal.

9. DATA PROTECTION

- 9.1 Where we process personal data in connection with your Portal Account, we will do so in accordance with the Data Protection (Bailiwick of Guernsey) Law, 2017 (as amended or superseded from time to time). For further details, please see: liberumwealth.com/privacy-notice.

10. AMENDMENT

- 10.1 We may amend these Portal Terms from time to time, without notice to you. Each time you use the Portal, it is your responsibility to review these Portal Terms and ensure that you understand the terms applicable to your use of the Portal.

11. MISCELLANEOUS

- 11.1 If any provision of these Portal Terms is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions of these Portal Terms, nor the legality, validity or enforceability of such provision under the law of any other jurisdiction, shall in any way be affected or impaired.
- 11.2 The rights and remedies provided for under these Portal Terms are cumulative and not exclusive of those provided for under the Terms of Business, any applicable Client Agreement, and/or by Law.
- 11.3 We shall be under no obligation to exercise any right or remedy either at all or in a manner or at a time beneficial to you. No failure by us to exercise, or delay by us in exercising, our rights under these Portal Terms or otherwise shall operate as a waiver of those or any other rights or remedies. No single or partial exercise of a right or remedy shall prevent further exercise of that right or remedy or the exercise of another right or remedy.

12. GOVERNING LAW AND JURISDICTION

- 12.1 These Portal Terms shall be governed and construed in accordance with Guernsey Law, and you irrevocably submit to the jurisdiction of the Guernsey courts in respect of any dispute arising in connection with these Portal Terms (provided that this shall not prevent us from bringing an action in the courts of any other jurisdiction).