

My Brown Shipley

Terms of Use

This document sets out the basis upon which access to the Brown Shipley & Co. Limited ("Brown Shipley", "we", or "us") On Line services ("My Brown Shipley") are made available to you. My Brown Shipley comprises access to the My Brown Shipley portal and Brown Shipley mobile application software (App).

By signing the application form for My Brown Shipley, you agree to be bound by the following terms and conditions ("Terms"). These terms are separate to the terms and conditions for the products and services you have also entered into with us.

The information on My Brown Shipley is intended solely for our clients or authorised third parties and cannot be relied upon by any other persons.

1 What is My Brown Shipley

- 1.1 My Brown Shipley is made available to you in order to: view your cash balances and your investment portfolio(s) online, receive content from Brown Shipley electronically and send a secure message to your Relationship Manager.

2 Access

- 2.1 Access to My Brown Shipley is only available to our clients who have accepted these Terms and who have been accepted by us for registration. Use of My Brown Shipley demonstrates acceptance of these Terms. Each registration is for a single user only. We reserve total discretion as to whether or not to accept clients for registration.
- 2.2 If you believe or know that someone else has the ability to access My Brown Shipley as they know your security details, you must immediately contact us.
- 2.3 Whilst we will endeavour to retain My Brown Shipley as operational, certain technical difficulties may arise from time to time which may result in service interruption, including planned maintenance, repair, upgrades and updates therefore we can give no guarantee that My Brown Shipley will remain available for access at all times.
- 2.4 We reserve the right to withdraw or suspend your use of My Brown Shipley for any reason and your access will be terminated if our relationship ends. We may automatically suspend your access to My Brown Shipley in the event that you have not used it for a period of 12 months, and we will not provide you with any prior notice in these circumstances.
- 2.5 You may terminate your use of My Brown Shipley immediately at any time by giving us notice in writing.

3 Portal access and App access

- 3.1 My Brown Shipley is available through the My Brown Shipley portal and also via an App on mobile devices.
- 3.2 You are responsible for ensuring that your mobile device is capable of operating the App (which we may update from time to time). We are unable to guarantee that we will continue to support the operating system used by your device.
- 3.3 If you download an App for access to My Brown Shipley, you will also have to agree to the End User Licence Agreement.
- 3.4 You may not be able to use the App Functions until you have downloaded the latest version of the App and accepted any new terms.

4 Security

- 4.1 You are responsible for all use of My Brown Shipley made using your Security Details (whether by you or anyone else). Security details include your username, SmartCard and PIN code.
- 4.2 You are also responsible for maintaining the confidentiality of your Security Details and shall immediately notify us of any unauthorised use of these or any other breach of security.
- 4.3 You must also notify us if a device which has access to My Brown Shipley is lost or stolen.
- 4.4 Please ensure the following in order to prevent fraud and protect your access to My Brown Shipley:
 - Let us know as soon as possible when you change your name, address, telephone number or email, or other security information.
 - Never write down your Security Details.
 - Never give your Security Details to anyone, including anyone who works for Brown Shipley or says they work for Brown Shipley, or a third party, even if it appears they are trying to assist you.
 - Do not let anyone else operate My Brown Shipley for you. If you need someone to be able to access My Brown Shipley on your behalf, please discuss this with your Relationship Manager so that they can arrange access.
- 4.5 We will never telephone, text or email you asking for your Security Details, we will never ask you to move your portfolios or cash to another person or entity and we will never ask you to log on to the Portal or the App and provide Security Details, your account details or reset your password.

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If you receive a contact supposedly from Brown Shipley asking you to do this, please immediately contact us.

4.6 We reserve the right to suspend access to My Brown Shipley immediately if: We suspect that an unauthorised person is attempting to access the My Brown Shipley; Incorrect usernames or passwords are used to try to access My Brown Shipley; or in our discretion there is reasonable justification for doing so.

4.7 You are responsible for ensuring the security of any network or equipment used to access My Brown Shipley, including by ensuring that such equipment remains protected at all times.

5 Information and records

5.1 We will take reasonable care to ensure that any information provided to you on My Brown Shipley is an accurate reflection of the information contained on our computer systems or, where information is provided by a third party, accurately reflects the information we receive from that third party. We do not however, warrant that the information provided on My Brown Shipley is accurate or error free. If you have any questions regarding any information on My Brown Shipley, you should contact your Relationship Manager immediately.

5.2 Our records, unless shown to be wrong, will be evidence of your dealings with us in connection with My Brown Shipley service. You agree not to object to the admission of our records as evidence in any legal proceedings because such records are not originals, are not in writing or are produced by a computer.

6 Material

6.1 We are the owner or the licensee of all copyright and other intellectual property rights in My Brown Shipley, and in the material published on it ("Material"). These works and the Material are protected by copyright laws and treaties around the world. All such rights are held for our use. Material is available for your sole use and shall not be used by you for any commercial purposes. Except as expressly permitted, you are not entitled to reproduce, modify or in any other way use or supply the Material.

6.2 You acknowledge that it is your responsibility to evaluate Material and that you are not to place any reliance upon the completeness, accuracy or usefulness of any Material or any opinion expressed by us on My Brown Shipley.

7 Regulatory/financial

Brown Shipley & Co. Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Registered in England and Wales No. 398426. Registered office: 2 Moorgate, London EC2R 6AG.

8 Trademarks

"BROWN SHIPLEY" is a registered trade mark of Brown Shipley. You are not permitted to use it without our approval, unless it is part of any Material you are using as permitted under Clause 6 "Material" on page 2.

9 Changes to these terms

We may, at our sole discretion, change these Terms. If we do so, we shall post a change notice on My Brown Shipley indicating the change and by continuing to access My Brown Shipley, you shall be deemed to have accepted such change.

10 Data Protection

We comply with the EU General Data Protection Regulation ("GDPR") and other applicable UK data protection and privacy legislation. We will process personal data that you provide to us or that we obtain about you during your relationship with us as a client as detailed in the Privacy Notice that we have provided to you. Copies are also available on our website. Our Privacy Notice also explains which third parties may be given access to your personal data or who may process it on our behalf when delivering our services to you. The way in which you can exercise your rights under the GDPR and how you can contact us about them are also detailed in the Privacy Notice.

You acknowledge that we may collect and use your personal data, technical data and related information (data categories as listed in the privacy notice), including but not limited to identification data and technical information about your Device, system, application software, peripherals and use of the App that is gathered periodically to facilitate the provision of software updates, product support and other services to you (if any) related to the App. We may use this information for our legitimate interest of preventing fraud, managing payment instructions, improving the App Functions, its products and technical stability and/or to provide services or technologies to you.

We also use cookies on our website. For more information on the types of cookies used, and what they are used for please see our cookies policy.

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11 Global use

My Brown Shipley can be accessed by clients from any part of the world and it is therefore your responsibility to ensure that you comply with all applicable laws regarding access to My Brown Shipley, including the transmission and export of technical or other data anywhere in the world. We give no warranties, express or implied that the services and / or information available on My Brown Shipley (or the availability of such services or information) are in compliance with the applicable laws or regulations of any jurisdiction other than the jurisdiction applicable within the United Kingdom. If it is prohibited to make the information available in jurisdictions outside of the United Kingdom, then such services or information are not directed at such jurisdictions.

12 Disclaimers

- 12.1 Your use of My Brown Shipley is at your sole risk. We give no warranty or guarantee as to the accuracy, completeness or relevance of the information available on My Brown Shipley and, to the fullest extent permitted by law, we exclude all warranties, conditions and other terms implied by statute or law with respect to My Brown Shipley and your use of My Brown Shipley. We shall have no liability to you other than as may expressly be provided for in these Terms.
- 12.2 Whilst we will do all we can to maintain My Brown Shipley, we cannot give any guarantee, warranty or undertaking that My Brown Shipley will remain available, will meet your requirements, or that access to My Brown Shipley will be or remain secure, uninterrupted or error free.
- 12.3 Should you download any material from My Brown Shipley then this shall be done at your entire risk and Brown Shipley will not be responsible for any damage to your computer, loss of data or other loss that results from such downloading.

13 Our Responsibility for Loss or Damage Suffered by You

- 13.1 We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these Terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew that it might happen, for example, if you discussed it with us during the sales process.
- 13.2 We do not exclude or limit in any way our liability to you for death or personal injury caused by our

negligence, or our responsibility for fraudulent misrepresentation and any other liability that cannot be excluded by law.

- 13.3 We are not liable for business losses. We only provide My Brown Shipley for domestic and private use. You agree not to use My Brown Shipley for any commercial or business purposes, and we will have no liability to you for any business loss (which includes business interruption or loss of profits, contracts, goodwill, opportunity and other similar losses).

14 General

- 14.1 You and we agree that English law applies to these terms and that any dispute between us arising out of or in connection with these terms will only be dealt with by the English courts. This doesn't supersede any rights you may have if you live in another part of the UK other than England.
- 14.2 When we consider that a breach of these Terms has occurred, we may take such action as we deem appropriate. Failure to comply with these Terms constitutes a material breach of these Terms, and may result in our taking all or any of the following actions:
- immediate, temporary or permanent withdrawal of your right to use My Brown Shipley;
 - issue of a warning to you;
 - legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach; or
 - disclosure of such information to law enforcement authorities as we reasonably feel is necessary or as required by law.

We exclude our liability for all action we may take in response to breaches of these Terms. The actions we may take are not limited to those described above, and we may take any other action we reasonably deem appropriate.

- 14.3 Reference in these Terms to a person shall include individuals, companies, associations, and partnerships.
- 14.4 Reference to any English term for any action, remedy or judicial proceeding, legal document, legal status, court official or any legal concept or thing shall in respect of any jurisdiction other than England be deemed to refer to what more nearly approximates in that jurisdiction to the English term.

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- 14.5 Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these Terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.
- 14.6 If a court finds part of this contract illegal, the rest will continue in force. Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

2 July 2019

2 Moorgate, London EC2R 6AG **T** 020 7606 9833 **F** 020 7606 5899 **W** brownshipley.com

Lines are open Monday to Friday 9am to 5pm, local call charges apply. Telephone calls may be recorded for regulatory and legal purposes.

Brown Shipley is a trading name of Brown Shipley & Co Limited, which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Registered in England and Wales No. 398426. Registered Office: 2 Moorgate, London, EC2R 6AG. Brown Shipley's parent company is Quintet Private Bank (Europe) S.A which, from Luxembourg, heads a major European network of private bankers.

My Brown Shipley Terms of Use 12.10.19