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CLIENT TERMS OF USE

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CLIENT TERMS OF USE

Please refer to the Client Terms and Conditions for a full list of definitions “you” or “your” refers to you the Client to whom these terms have been provided.

“Embark”, “us”, “our” or “we” Refers to Embark Investment Services Limited.

Your access and use of these online services is subject to your acceptance of the following Terms of Use. Please read them carefully and confirm your acceptance of them, and any updates to them, by selecting “Confirm” at the end of this declaration. If at any time you do not accept these Terms of Use, you must not use these Embark online services.

These Terms of Use are to be read in conjunction with our Embark Client Terms and Conditions.

By accepting these Terms of Use you are confirming that you agree to the Embark Client Terms and Conditions as well.

In the event of any conflict between these Terms of Use and the Embark Client Terms and Conditions, the Embark Client Terms and Conditions will prevail.

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USE OF THE EMBARK WEBSITE

You may use these online services for the purposes set out in the Embark Client Terms and Conditions and for other purposes notified by us to you from time to time.

You shall at all times access and use these online services in accordance with any guidance issued, from time to time, by us and shall not use it for any unlawful, improper or immoral purpose.

You must not:

- interfere with the proper operation of the online services;
- attempt to gain access to any of our computer systems or online services you have not been given access to;
- copy, alter, modify, reproduce, interfere or transmit any information or the look and feel of these online services, in whole or in part, unless this is for legitimate and proper use under these Terms of Use; and
- merge these online services with any other computer software programmes.

If we make additional software available to you for use in connection with these online services, you shall not modify, assign, sub-license, sell, charge or rent, copy, modify, enhance, decompile, disassemble or reverse engineer the software unless where required by applicable laws or these ‘Terms of Use’.

Where our online services contain links to other websites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those sites or resources, and accept no responsibility or liability for them or for any loss or damage that may arise from your use of them. These Terms of Use will not apply to such third party websites and resources and so you will also need to comply with any terms of use applicable to those websites and resources.

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ACCESS TO THE EMBARK WEBSITE

We will use reasonable endeavours to ensure that access to our online services will be available 24 hours a day, 365 days a year subject to system maintenance and upgrades. We are under no obligation to provide access during those hours and you acknowledge that the internet is not a totally reliable medium of communication. Our online services may become unavailable for reasons outside of our control and we will have no liability to you for any delay or failure to provide access to it (or any part thereof).

You acknowledge that any systems or electronic devices that you use to access our online services may not be fully compatible and that your browser may not be supported by it. In such case, our online services (or some parts or features thereof) may not display or function properly.

Your right to access and use these online services is personal to you and protected by use of a username and password. You shall not disclose to any third party any username or password used by you nor permit any third party to gain access using your username and password. You are responsible for any and all acts and omissions that occur using your username and password.

You may be required to accept additional terms in order to access and use certain parts of these online services or any additional software.

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 our online services has been compromised and you must co-operate in the investigation and remedy of any such security breach.

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.

We reserve the right at any time, with or without notice, with or without cause and within our sole discretion, to suspend, restrict or withdraw your rights of access to and use of our online services and/or to terminate these Terms of Use with you.

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INTELLECTUAL PROPERTY RIGHTS, DATA PROTECTION AND CONFIDENTIALITY

These online services, any additional software and the material and data located on or provided through them, and all intellectual property rights in these items, are (and shall at all times remain) owned by us (or our licensors). We grant to you a non-exclusive, non-transferable licence to use them and the material and data located on or provided through them solely for the purposes set out in, these Terms of Use.

Details about the way we process information about you are set out in our Embark Client Terms and Conditions. You consent to our use of your data to provide information to you through, and access to these online services, as envisaged in these Terms of Use.

You will keep confidential at all times information relating to the Embark Website 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 these online services or any additional software, nor that are they free of errors, or viruses.

We have taken reasonable care to ensure that the information provided 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 any applicable laws and subject to the provisions of this Clause 4, we shall have no liability for any direct, indirect or consequential loss or damage (whatsoever or howsoever caused) suffered by you including, without limitation, any claim from your Financial Adviser, loss of profits, revenue, business, goodwill or business opportunity, or any loss of data or damage to computer systems arising out of or in connection with:

- the use of or the results of the use of these online services or any changes to them;
- any suspension, restriction, withdrawal of, or delay or inability to access or use, these online services;
- the use of, or reliance upon, the information provided through these online services;
- any viruses, corrupt downloads, or any other computer issues;
- except to the extent resulting from our breach of obligation, negligence, wilful default or fraud.

Nothing in these Terms of Use shall exclude or restrict our liability 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 be responsible for the cost to us of any losses, claims, liabilities, costs, damages or expenses (including legal costs and expenses) incurred or suffered by or brought against us (except to the extent caused by our own negligence, wilful default or fraud) as a result of your use or misuse of these online services or any wilful default or fraud by you or any breach by you of any of the provisions of these Terms of Use. This obligation shall survive any termination of these terms.

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GENERAL

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

We may vary these Terms of Use at any time. Any such variation shall be effective once the varied Terms of Use have been posted on these online services. Your continued use of these online services 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 these online services.

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 English courts 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.

You shall not sub-license, assign or transfer in any way any of your rights and/or obligations under these Terms of Use. We shall be entitled at any time (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.

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 Embark Website; 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 Embark Website shall automatically terminate:

- if we withdraw your authorisation to use these online services;
- if you are in breach of these Terms of Use.



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