

Portal Terms & Conditions

November 2020

Create tomorrow.
Start today.

Platform | Investment | Treasury

Terms & Conditions of Use - Portal - General

1.0 Definitions & Interpretation

1.1 In these Terms of Business 'we' 'us' or 'our' means Capital Treasury Services Limited (CTS) or Capital International Limited (CIL), whose registered offices and principal place of business is Capital House Circular Road Douglas IM1 1AG, British Isles and 'you' or 'your' means the Client to whom they are addressed. In addition certain words are used with a specific meaning as set out below:

Authorised Representative - any person authorised by you to be its representative in a Schedule of Authorised Representatives or otherwise;

Business Day - a weekday, other than a Saturday, on which the London Stock Exchange shall be open for business;

Business Hours - 08.00am to 17.30pm GMT/BST on any Business Day or such other hours as may be notified from time to time.

FSA – the Isle of Man Government Financial Services Authority; The address of the FSA is Finch Hill House, Bucks Road, Douglas, Isle of Man, IM1 3DF;

Orders - Instructions by you to us to effect a Transaction;

The Portal - means the webpages of the Capital International Group website provided by us and which can be accessed by you at www.capital-iom.com or such other web address as may be notified to you from time to time;

The Rulebook - means the Isle of Man Financial Services Authority Financial Services Rulebook as published from time to time;

Schedule of Authorised Representatives - a separate written schedule which is used to record the name, address and contact information of Authorised Representatives of yours;

Security Codes - user names, passwords, access codes, individual user identification numbers or other identification measures assigned by us to you for use by Authorised Representatives duly authorised by you to use the Portal;

£ and/or Sterling - the lawful currency for the time being of the Isle of Man and United Kingdom;

Terms of Business - the CTS or CIL Terms of Business previously entered into by you;

Transaction(s) - means your instruction(s) to us to undertake a transaction on your behalf;

1.2 References to a Clause are (unless otherwise stated) to a clause of this Agreement

1.3 You have previously entered into the Terms of Business and these terms are supplemental to the same.

1.4 The parties have agreed that their relationship in connection with such matters shall be governed by the terms and conditions set out in this Agreement and to the extent that they do not conflict with the same, our Terms of Business.

1.5 For the purposes of this agreement, reference to 'you' shall where appropriate be deemed to include reference to your Authorised Representatives.

2.0 Use of the Portal & Intellectual Property Rights

2.1 As a user of the Portal you are permitted to access the Portal to view your accounts; to access, download and print information; and if appropriate place Orders; or use other services via the Portal for your own internal business use by way of revocable licence on a non-exclusive, non-transferable basis. The content of the Portal may not be altered or modified in any way, nor should it be used other than for the purpose of your use of the Portal.

2.2 You acknowledge that the Portal contains copyrighted material and other proprietary information and that you do not acquire any ownership or intellectual property rights by downloading such material. All rights and interests and all intellectual property rights (including, without limitation, all trademarks and trade names in or relating to us or the Portal) are owned by us or our suppliers and will remain our property or that of our suppliers at all times. You will have no right or interest in those intellectual property rights other than the right to access the Portal and to use the services provided via the Portal.

2.3 You may download copyrighted material from the Portal in order to use it for its designated purpose only. Except as otherwise expressly permitted under copyright law, no copying, redistribution, retransmission, publication or commercial exploitation of downloaded material is permitted without our prior written consent.

3.0 Access to the Portal & Security Duties

3.1 The means by which you send orders to us shall be as agreed from time to time between you and us.

3.2 For the purpose of access to the Portal or any part thereof, we may assign or provide, as appropriate and necessary, user names, passwords, access codes, individual user identification numbers or other identification measures (Security Codes) to you for use by representatives duly authorised by you to use the Portal. We may from time to time change or prevent or restrict the use of any Security Codes relating to the Portal without notice or liability.

3.3 You may be asked to comply with separate terms of business in relation to specific connectivity solutions. Such terms will be in addition to these Terms.

3.4 You shall promptly notify us immediately in writing of any loss or theft of any Security Codes relating to the Portal or if you believe (or have reason to suspect) that the confidentiality of any Security Codes has been compromised or that there has been, or may be, any unauthorised use of the Portal.

3.5 You shall be solely responsible for all uses of Security Codes assigned or provided to you and for any acts or omissions during such use, and we shall be entitled to treat any access to or use of the Portal as having been duly authorised by you where it appears that the appropriate Security Codes have been used and, accordingly, you shall comply with all obligations to us in respect of an order or transaction executed through the Portal.

- 3.6 You warrant that you will: -
- 3.6.1 develop and thereafter maintain adequate and effective security procedures to prevent access to the Portal by persons other than Authorised Representatives or the use of the Portal to place orders that have not been duly authorised on your behalf or the transmission of incorrect orders and/or access to Portal by any unauthorised person or entity;
 - 3.6.2 keep secure and procure that your Authorised Representatives shall keep secure any Security Codes issued to it or them by us. You shall not and shall procure that your Authorised Representatives shall not disclose the Security Codes to any third party or any unauthorised person in your organisation (except as may be expressly agreed in writing by us) and that the Security Codes shall not be retained anywhere on your computers in plain text; and
 - 3.6.3 ensure that all Authorised Representatives use the Portal only in accordance with these Terms.
- 3.7 Subject to the above, you shall be solely responsible for providing and maintaining any equipment and software and for making all appropriate arrangements with any telecommunications suppliers necessary in order to use Portal. We make no representation or warranty, as to the suitability or otherwise of any such equipment, software or arrangements that you may provide or maintain.
- 3.8 You will be responsible for all losses (including the amount of any transaction carried out without your authority) if you have acted in breach of your security duties or in circumstances where one or more of your Authorised Representatives shall have acted fraudulently or negligently so as to facilitate any unauthorised access or transaction.
- #### 4.0 Cash and Payment Management & Information Services
- 4.1 The Portal will provide you with cash balances on your CTS and CLA cash accounts including those balances affected by intra-day use of the Payment Service but you should note that this service is not 'live' and will involve being updated at approximately 15 minute intervals and the time and date of the last up date will be shown on screen. This is on a best endeavours basis and subject to the limitations set out in Clauses 5.15 and 6.1
- 4.2 The Portal provides access to our International Cash and Payment Management Service known as "Bridge". There are further terms and conditions regarding your use of that to be found in the CTS Terms of Business
- #### 5.0 Equities, Bonds and Collective Investments Online Dealing Platform and Information Services
- 5.1 The Portal will provide you with cash and asset balances on your investment accounts including those balances affected by intra-day use of the dealing services but you should note that this service is not 'live' and will involve being updated at approximately 15 minute intervals and the time and date of the last up date will be shown on screen. This is on a best endeavours basis and subject to the limitations set out in Clauses 5.15 and 6.1
- 5.2 Where CIL may make available to you the ability to place Orders through the Portal any content that CIL includes on the Portal in respect of an Order does not constitute an offer to you that CIL will enter into an Order on the terms set out. CIL may amend that content at any time at its sole discretion, including, without limitation, after you have submitted an Order to CIL. In the event of any such amendment, CIL shall use its best endeavours to communicate that amendment to you by any reasonable means at its disposal and with due regard to these terms.
- 5.3 CIL may act on any Order sent to CIL through the Portal in reliance upon the use of any of your passwords or security devices, irrespective of the identity of the person sending the Order. Once you have sent CIL an Order indicating that you wish to proceed with the Order, that Order will constitute your irrevocable instruction to CIL (which will bind you) to execute an Order on the terms set out in Your instructions, these Terms: and any general terms that are set out in the Content or which would otherwise apply in respect of that Order, including without limitation, any exclusions or limitations of our liability.
- 5.4 CIL may act on any Order sent to CIL through the Portal which purport, or which CIL reasonably believes, to come from any person named as an Authorised Representative, and in reliance upon the Security Codes used by you in sending the Order, whether or not such Orders are confirmed in writing, and irrespective of the actual identity of the person sending the Order. Any notice to vary the list of Authorised Representatives must be in writing and CIL will not be bound by the same until in receipt of the actual notice that any person or persons is or are no longer an Authorised Representative.
- 5.5 CIL may, at its sole discretion, refuse an Order in relation to any particular Transaction. In the event that CIL shall refuse to accept an Order CIL shall use its best endeavours to communicate that refusal to you by any reasonable means at its disposal and with due regard to these terms.
- 5.6 Orders are transmitted at your sole risk with respect to legibility, ambiguity, accuracy and unauthorised transmission. If you send CIL an Order through the Portal, you agree that the act of sending CIL that Order electronically is evidence of your intention to be legally bound to the same extent as if you had manually executed that Order and that you will not contest the validity, legally binding nature or enforceability of the Order on the basis that it was made electronically.
- 5.7 An Order can only be placed by you in respect of an asset which is contained in the Authorised Stock List displayed on the Portal from time to time by CIL.
- 5.8 In the event that you wish to place an Order in respect of an asset not so listed, you shall first send a request either electronically, or in writing, or in such other form as CIL may require for the new asset to be considered for inclusion in the Authorised Stock List. You shall in this regard meet and assist with such requests for additional information as CIL may require.
- 5.9 No guarantee: sending CIL an Order will not in any way guarantee that you will purchase or sell any assets. CIL cannot assure you that you will be able to acquire or dispose of all of the assets which you have instructed CIL that you wish to purchase or sell.
- 5.10 CIL will not be bound in respect of any Order until it has confirmed to you that it has accepted that Order. CIL will provide you with an electronic confirmation of receipt of the Order on the Portal and of each resultant Transaction that CIL enter into and may also provide you with a written confirmation of any Transaction. It is your responsibility to monitor the Portal to ensure that Orders are accepted by CIL.

- 5.11 You may not amend an Order on the Portal nor may you cancel an Order on the Portal after submitting the Order to CIL from the Trade Basket. Any cancellation request must be made by telephone and re instruction made by way of a new Order.
- 5.12 In all other circumstances any amendment or cancellation must be sought in writing, or over the telephone during a Business day, and if the relevant Transaction has been made by the time of the proposed cancellation or amendment only with the consent of CIL and at your cost.
- 5.13 You undertake to fully indemnify CIL and keep CIL indemnified against all reasonable costs, expenses, liabilities and losses which CIL or any affiliated company may incur and claims which may be made against CIL or any affiliated company, as a result of CIL acting in accordance with your authorisation contained in any section of Clause 5 above.
- 5.14 In respect of the provision of such services
- 5.14.1 CIL shall not be responsible for any delays or inaccuracies in the transmission of Orders or other information or the execution of orders due to any cause whatsoever beyond CIL's reasonable control
- 5.14.2 CIL will send you with due despatch a written confirmation or contract note in respect of each Transaction effected on behalf of you
- 5.14.3 CIL does not accept responsibility for any errors arising from delays or erroneous postings of transactions to your Trading Account. Notwithstanding the fact that such delays or errors may occur, it is your responsibility to ensure that:
- (a) when you place an instruction to sell stock you have sufficient stock in hand to enable you to settle the transaction. If you fail to do so CIL may repurchase the shares on your behalf without being responsible for any losses or diminution in value. The cost of the repurchase together with normal commission charges will be applied to your Trading Account.
- (b) when placing an order to purchase stock you have sufficient funds in your Trading Account to pay for the purchase and to discharge any liabilities already due or which may become due as a result of previous transaction. Furthermore, if the transaction is carried out CIL may to sell the stock and charge your Trading Account with any losses including associated costs.
- 5.15 Online Valuations: The valuation of your investments is arrived at based on information made available to CIL using reputable quoted sources up to the end of the previous Business Day. In addition, the valuation of your investments may be derived from sources, which are themselves subject to time delay and the accuracy of which is beyond the control of CIL. Accordingly, CIL do not warrant that such valuations are up to date and accurate at all times. As CIL cannot guarantee the accuracy of such data, CIL will not be held liable for any losses incurred by your use of it.
- 6.0 Limit on Liability & Force Majeure**
- 6.1 The information available to you on the Portal shall not be taken as conclusive evidence as to the up to date position of your account(s) with us and while we will use all reasonable endeavours to ensure the accuracy and completeness of information we shall not be liable for any loss incurred or damage suffered by reason or in consequence of any such information.
- We may at any time without notice or liability change limit suspend discontinue or terminate your access to the Portal and any information service feature or function provided by means of Portal (including without limitation the securities that may be dealt through the Portal, the limit or quantity of any such security and the equipment and software requirements to use the Portal).
- 6.2 You acknowledge that the Internet is not a secure medium for communication of sensitive information. You expressly agree that any use by you of our Portal shall be at your sole risk.
- 6.3 Except as expressly set out in these Terms and to the extent permitted by applicable law and regulatory rules we exclude any conditions, warranties and representations, express or implied, statutory or otherwise as to condition, satisfactory quality, performance, and fitness for purposes or otherwise regarding the Portal, its content and the services offered. This disclaimer of liability applies to any damage or loss (including consequential loss) caused by any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure or alteration or use of record.
- 6.4 We are not liable for any damage or loss that may be caused to any equipment or software due to any viruses, defects or malfunctions in connection with the access to or use of the Portal and its content or in connection with the transactions or any other services available.
- 6.5 We make no representation or warranty express or implied as to the Portal or its capabilities or the results that may be obtained by you from using the Portal.
- 6.5.1 You will be solely responsible for all orders, and the accuracy of all information, sent via the Internet using your name or any security code issued to you.
- 6.5.2 We make no representation regarding and accept no liability in respect of any third party software or hardware, including your own computer hardware and software and will not be responsible for any delay or inaccuracy resulting from technical errors or problems including, without limitation, in respect of your transmission of orders that we do not receive or cannot send due to malfunction of communications equipment or the Portal.
- 6.6 Neither party shall be held liable for any loss incurred by the other party which arises either wholly or in part as a result of any event or state of affairs which is beyond its control to prevent and the effect of which is beyond its power to avoid and which may arise inter alia, from delays or changes in market conditions whether before or after any transaction, market fluctuation, currency fluctuation, computer failure or labour dispute occurring within any organisation other than CTS or CIL, or your inability to communicate with us, or for any other reason and whereby the party in question is unable to take or refrain from taking, or shall not be obliged to take or refrain from taking, any action as a consequence thereof.
- 6.7 You acknowledge that the nature of electronic communications can be such that it is subject to delay and/or corruption and that the content of the Portal may not be provided in real time or updated. The Portal and any content on the Portal is provided to you on an 'as is' basis.
- 6.7.1 We do not guarantee that the Portal or the content is error free, accurate, up to date or available at all times.

6.7.2 Certain links may be included on the Portal. Inclusion of these links does not imply our endorsement of or association with any products, services, content, information or materials offered by or accessible to you at the linked Portal. We are not liable for the content of any third party Portals to which links are included in the Portal.

6.7.3 Certain information services and news feeds may be available on the Portal. The information services and news feeds are not supplied, monitored or checked in any way by us. We are not liable for their content, truth, accuracy or completeness.

6.8 Use of the Portal shall be on the basis that we shall not be liable if the contents of this Portal or any viewing of it by you or any Authorised Representative is contrary to the laws applying in the jurisdiction where such access occurs.

7.0 General

7.1 No failure or delay by either of the parties or time or indulgences given by either of them in or before exercising any remedy or right under or in relation to this Agreement shall operate as a waiver of the same nor shall any single or partial exercise of any remedy or right preclude any further exercise of the same or the exercise of any other remedy or right.

7.2 Time shall be of the essence in this Agreement, both as regards the dates and periods specifically mentioned and as to any dates and periods which may, by agreement in writing between the parties, be substituted for any of them.

7.3 In the event that any one or more of the provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected.

8.0 Applicable Law and Jurisdiction

8.1 Unless otherwise indicated: (a) the Portal is not targeted at the residents of any particular country and is not intended for distribution to, or use by, any person in any jurisdiction or country where that distribution or use would be contrary to local law or regulation; (b) no services will be available, and offering circulars or other information in respect of them will not be distributed, to persons resident in any country or jurisdiction where that offering or distribution would be contrary to local law or regulation or which would subject us to any registration or licensing requirement within that jurisdiction; and (c) no action has been or will be taken in any jurisdiction that would permit a public offering of any Investment described on the Portal where that action is required.

8.2 In particular, we are not a registered broker-dealer or an investment adviser in the United States of America. We do not offer or seek to offer or substitute any services of a registered broker-dealer or an investment adviser in the United States of America.

8.3 This Agreement shall be governed by and construed in accordance with the laws of the Isle of Man. The parties irrevocably submit to the exclusive jurisdiction of the Courts of the Isle of Man in respect of any claim, dispute or difference arising out of or in connection with this Agreement.

Capital International Group

t +44 (0) 1624 654200 e info@capital-iom.com

capital-iom.com

Regulated activities are carried out on behalf of Capital International Group by its licensed member companies. Capital International Limited, CIB Limited, Capital Treasury Services Limited and Capital Financial Markets Limited are all licensed by the Isle of Man Financial Services Authority. Capital International Limited is a member of the London Stock Exchange. Registered Address: Capital House, Circular Road, Douglas, Isle of Man, IM1 1AG. CILSA Investments (PTY) Ltd (FSP No. 44894) and CILSA Solutions (PTY) Ltd (FSP No. 6650), t/a Capital International SA are licensed by the Financial Sector Conduct Authority in South Africa as Financial Service Providers. Registered Address: Office NG101A, Great Westerford, 240 Main Road, Rondebosch 7700, South Africa. All subsidiary companies across both jurisdictions are represented under the Capital International Group brand.

Issue Date: 16/02/2021

Ref: PTCv1

**Create tomorrow.
Start today.**