

# eBanking Online Service Terms and Conditions

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Registered in England and Wales no. 2321802 • Registered office Park House, 116 Park Street, London W1K 6AP.

## Terms and Conditions

### 1. Terms and conditions

- 1.1 These are the terms and conditions for the use of our eBanking Online Service ("online service").
- 1.2 Our online service allows you to view investments held in your EFG Harris Allday Account.
- 1.3 These terms and conditions supplement, and should be read together with the Investment Services Agreement(s).
- 1.4 Words and expressions which are given a special meaning in our Investment Services Agreement will have the same meanings when used in these terms and conditions where they relate to our online service.
- 1.5 References in these terms and conditions to 'we', 'us' and 'our' are references to EFG Harris Allday.
- 1.6 References in these terms and conditions to "client" or "you" are references to you, the client.
- 1.7 If there is any inconsistency between these terms and conditions and our Investment Services Agreement(s) then our Investment Services Agreement will apply unless the difference relates to your use of our online service.
- 1.8 You should keep these terms and conditions in case you need to refer to them in the future. We will provide additional copies of these terms and conditions at any time you ask for them.

### 2. Use of our online service

- 2.1 To use our online service you must have registered to use the service.
- 2.2 You may use our online service to access such facilities as we may make available from time to time. These may include the ability to:
  - 2.2.1 view the valuation of, and transactions on, your Investment Account;
  - 2.2.2 view contract notes and statements setting out details of transactions made on your Investment Account;
  - 2.2.3 view details of cash balances held in your Investment Account;
  - 2.2.4 send us, and receive from us, secure messages relating to your Investment Account.
- 2.3 Our online service is a 'view only' facility with the ability to send secure messages. You will not be able to carry out any transactions directly using this service, such as executing trades or making payments. You will be able to see a valuation of your Investment Account, details of cash balances, transactions, statements and send secure messages which may include transaction instructions. EFGHA will endeavour to confirm receipt of your message however, if you do not receive a confirmation within 15 minutes telephone your Investment Adviser.
- 2.4 We can make changes to the services available through our online service at any time. If we do this, we will give you notice telling you about the changes by writing to you or, if you have elected to use our paperless service, by saving it in your e-documents folder.

### 3. Online investment service - nature of Account holder

#### *Sole and joint Accounts*

- 3.1 For sole and joint Accounts, each Account holder and any Authorised Signatory may register to use our online service. In addition, if a third party has been granted "administration" and / or "transaction" authority over your Account then you may provide them with 'view only' online access to your Account. Each Account holder and Authorised Signatory will be able to use the service independently. Where you have told us that we may only act on the instructions of two or more joint Account holders or Authorised Signatories, we will only act on instructions given through our online service if those instructions are given by the required number of people and will not treat an instruction as received until this time. Similarly if we are given an instruction by one Account holder or Authorised Signatory and you have told us that we may only act on the instructions of two or more joint Account holders or Authorised Signatories, we may ask the other Account holders or Authorised Signatories to confirm the instruction so that the instruction is given by the required number of joint Account holders or Authorised Signatories. We may ask the other Account holders or Authorised Signatories to confirm the instruction by sending them a message which they will be able to read and respond to when they next log on to our online service.

#### *Corporate entities, trusts and other legal bodies*

- 3.2 Any Authorised Signatory of a corporate entity, trust or other legal body or Entity may register to use our online service. In addition, if a third party has been granted "administration" and / or "transaction" authority over your Account then you may provide them with 'view only' online access to your Account. Each Authorised Signatory will be able to use the service independently. Where you have told us that we may only act on the instructions of two or more joint Authorised Signatories, we will only action instructions given through our online service if those instructions are given by the required number of Authorised Signatories and will not treat an instruction as received until this time. If we are given an instruction by one Authorised Signatory and you have told us that we may only act on the instructions of two or more Authorised Signatories, we may ask the other Authorised Signatories to confirm the instruction so that the instruction is given by the required number of Authorised Signatories. We may ask the other Authorised Signatories to confirm the instruction by sending them a message which they will be able to read and respond to when they next log on to our online service.

#### *Authorised signatories*

- 3.3 Where there is an Authorised Signatory on your Account, references to 'you' will include those Authorised Signatories where the context allows this. For example, references to 'you' in paragraph 5 (Keeping your security details safe) and the requirements in paragraph 8 to only access our online service through a trustworthy network and device and to ensure that any computer or other device through which our online service is accessed has up-to-date virus protection should be read as including the Authorised Signatories on your Account. You will ensure that, to the extent applicable, your Authorised Signatories comply with these terms and conditions. In addition, if you allow third parties to access your Account on a 'view only' basis, you will ensure that, to the extent applicable, those third parties also comply with these terms and conditions. This particularly applies to paragraph 5 (Keeping your security details safe) and the requirement in paragraph 8 to only access our online service through a trustworthy network and device and to ensure that any computer or other device through which our online service is accessed has up-to-date virus protection.

### 4. Accessing our online service

- 4.1 We will give you instructions and guidance on how to access our online service when you register for use of the service. We may also notify you of further instructions and guidance from time to time by putting these on the website through which you access our online service or by writing to you. You must follow any instructions and guidance which we give you in relation to your use of our online service.
- 4.2 Except when it is suspended, you may use our online service 24 hours a day.
- 4.3 To access our online service you must use the security details which we give you when you register for our online service and such other security details as we require and notify to you from time to time. Security details which we require may include:
  - 4.3.1 a user name and a password which you will be asked to change at initial log-in;
  - 4.3.2 a security code which will either be sent to you either via a smart-phone application or via a 'hard token' which provides the code when you log on
  - 4.3.3 such other security arrangements which we may notify to you from time to time.

We will give you a password when you register to use our online service but when you log on you will be required to change this to a password which is easier for you to remember.

### 5. Keeping your security details safe

- 5.1 You must memorise your security details and must not write these down on any documents relating to your Account. If you do write down any of your security details, you must disguise these so that they cannot be recognised by anyone else. You must safely destroy any correspondence which you receive from us which contain security details.
- 5.2 You must not tell anyone else any of your security details or let anyone else use your security details or access your Account online. You must take care to make sure that no-one can discover your security details.

- 5.3 When you are using a computer in a public place you must make sure that no one else can see your security details.
- 5.4 You must log out of our online service when you leave your computer or other device, which you use to access our online service, unattended and before letting anyone else use your computer. For your security, we may log you out of our online service automatically after a period of inactivity.
- 5.5 You must not tell us or any third party any of your security details. We will never ask for your password in any communication. If you are asked for any of your security details, this should be reported to the Compliance Department at EFG Harris Allday, 5<sup>th</sup> Floor 103 Colmore Row, Birmingham, B3 3AG.
- 5.6 You must tell us immediately if you find out that your security details are known by anyone else or if you think that they may have been used by someone else.
- 5.7 You agree that we may inform the police or any regulatory body if there has been any misuse or alleged misuse of your security details or our online service. If you claim not to have instructed a transaction on your Account using the secure messaging service, you must cooperate with us and the police in relation to any investigation into the transaction.
- 5.8 You will be liable for transactions on your Account which are carried out using our secure messaging service, and for resulting charges and interest incurred on the Account if:
- 5.8.1 you misuse, or are fraudulent in your use of, the online service;
  - 5.8.2 the transaction is carried out by someone else who you have disclosed your security details to; or
  - 5.8.3 you do not follow any instructions or security procedures which we notify to you from time to time.
- 6. Suspension of use of our online service**
- 6.1 We may suspend your use of our online service, or deactivate your security details if you breach your agreement with us or if we consider that we have reasonable grounds for doing so.
- 6.2 We may withdraw or suspend our online service if we need to carry out maintenance on, or improvements to, our website. We will give prior notice of any planned maintenance on our website if we can but this may not be possible if the maintenance is urgent or because of circumstances beyond our control.
- 6.3 Where an Account is held in joint names and we are told about a dispute between the Account holders we may suspend the Account holders' access to our online service in relation to that joint Account.
- 6.4 If we suspend your use of our online service, we will notify you beforehand and tell you our reasons for doing this unless we are unable to contact you or to do so would compromise our security procedures or be unlawful. If we are unable to contact you beforehand we will, where possible, contact you and tell you our reasons afterwards.
- 7. Paperless service**
- 7.1 You can elect, using our online service, to register for our paperless service. If you elect for this service, we will stop sending you statements and other regular communications by post but they will be available for you to view, download and print using our online service. EFGHA may still correspond with you by post.
- 7.2 If you elect to use our paperless service, we may make any documents available to you in electronic format instead of by post, including the following, this list may change from time to time:
- 7.2.1 contract notes;
  - 7.2.2 valuations;
  - 7.2.3 Account statements;
  - 7.2.4 credit and debit advices; and
  - 7.2.5 demands for payment e.g. fee invoices.
- 7.3 If you have elected for our paperless service and cannot access a document which you expect to be able to view and download, you must inform us promptly.
- 7.4 If you elect to use our paperless service, you can switch back to receiving paper documents at any time.
- 7.5 You should carefully check your contract notes, valuations, Account statements and other documents which we make available to you electronically in relation to your Investment Account and must inform us immediately if you become aware of any error on your Investment Account.
- 8. Responsibility for equipment needed to use the service and our liability for technical failures**
- 8.1 It is your responsibility to ensure that our online service is only accessed through a trustworthy network and device. We strongly recommend that you avoid using any internet banking or investment service via devices or computers that are not under your own control.
- 8.2 It is your responsibility to ensure that your computer or other device which you use to access our online service meets any minimum specification requirements which we set from time to time. If we change those requirements and your computer or other device becomes incompatible with our online service or means that you cannot access all aspects of the service, it is your responsibility to update or replace your computer or other device.
- 8.3 You should ensure that your computer or other device has up-to-date and active security software including anti-virus protection. The internet is a public network and is not a completely safe method of communication. While we will take all reasonable steps to keep our online service free from viruses we cannot guarantee that this will be the case. We will not be responsible for any loss which you suffer if your computer or other device, or if any of the information which you store on it, is damaged as a result of a virus or corrupt file unless we are negligent or act deliberately with an intention of causing you harm.
- 8.4 We will not be liable if you are unable to use our online service because of any failure of computer equipment or any failure of the internet or for any circumstance which is abnormal and unforeseeable and beyond our reasonable control, and which would not have been avoidable despite all efforts to the contrary.
- 9. Termination of online service**
- 9.1 You can end your use of our online service at any time in writing or by speaking to your Investment Adviser.
- 9.2 We may end or suspend your use of our online service at any time by giving you at least 2 months' notice but may end or suspend your use of our online service immediately if there are exceptional circumstances as set out in paragraph 9.3.
- 9.3 We may end or suspend your use of our online service immediately if there are exceptional circumstances, including if:
- 9.3.1 you have operated your Account or our online service illegally or fraudulently;
  - 9.3.2 we consider that this is necessary or desirable for security reasons (for example, if we believe that the security of our systems or access to your Account may be, or may have been, compromised); or,
  - 9.3.3 you breach these terms and conditions in a material or persistent way.
- 9.4 Your access to our online service will end automatically if you close all of your Accounts with us.