

## eServices Regulations

**These regulations set out the terms upon which Schroders (C.I.) Limited trading as Cazenove Capital (hereinafter referred to as “CC”) provides the Client or an Authorised Party with access to eServices. You are strongly recommended to read them. If you do not understand any point please ask for further information.**

### Our services

Our Online Services comprise an electronic information system and is a convenient means for non-time critical communications between you and us. The Online Services allow:

- a) access to eReports, which includes, valuations, transaction details, Account movements and other information on your Account and/or Portfolio;
- (b) access to your eLibrary, which includes electronic copies of the Reporting Pack and transaction advices and other information we have sent to you or which we agree to make available to you;
- (c) eMessages to be sent and received;
- (d) the storage of transaction records; and
- (e) the creation of eDocs.

### Local access restrictions

Our Online Services should not be accessed in countries where online access to the corresponding range of services is prohibited under local law and there are some other countries where we do not authorise usage. It is your responsibility to check whether any local law restrictions apply to you in relation to our Online Services.

### Access to Online Services

Access to Online Services is provided to a person who has identified him/herself to us by successfully providing their Security Details.

Access to Online Services is granted on an individual basis. This means each User will need to have his/her own Security Details.

We may change the access requirements for Online Services at any time as we deem appropriate. We will notify you of the changes that we have made to the access requirements.

In order to protect the User, we may, at any time and without providing any reasons, ask for additional verification of identity, including arranging a meeting with us. Until such time as we are satisfied as to the User’s identity we may block access to the Online Services.

### Blocking access to Online Services

A request from you to block access to Online Services must be made during Business Hours by contacting us and must be immediately confirmed to us in writing afterwards.

We are entitled to block the access of a User to one or all of the Online Services at any time, without giving notice or any reasons:

- (a) to protect you;
- (b) until such time as you have provided us with satisfactory evidence as to your identity, as contemplated in term 7.3.4;
- (c) for objective reasons, such as, but not limited to maintenance work; or
- (d) if the Online Services have not been used for a long period.

### eReports

eReports provide the User with access to Account and/or Portfolio information at the close of business on the previous Business Day.

We do not guarantee or warrant the accuracy or completeness of any information or data provided about your Account or Portfolio as part of the eReports. In particular, you should be aware that:

- (a) prices, performance and valuation data contained in eReports are subject to review and may change as part of internal checks performed during our statement production process;
- (b) the prices shown in eReports may not

reflect the actual realisable values of investments held in your Portfolio; and

- (c) interest rates and foreign exchange rates shown in eReports may not reflect our current rates and are subject to change in accordance with the Terms.

### eLibrary

The eLibrary allows the User to access copies of the Reporting Packs, transaction advices and other information which we agree to provide or make available to you under the Agreement.

The material available in the eLibrary is subject to the provisions applicable to hard copy material set out in term 8.16.

### eMessages

Amongst the services provided by us to the User is a mailbox in which eMessages and eDocs can be received from and sent to us. These eMessages are encrypted, but you should be aware of the security and operational risks which apply to this type of communication as referred to in term 7.9. You may communicate with us by eMessages in accordance with term 8.13.4. A User will only be able to access such eMessages after providing us with their Security Details.

We automatically delete eMessages that have been read after two years without prior notice. We are entitled to delete messages from the mailbox of a User earlier if the maximum storage space per User has been exceeded. Early deletion also takes place if the Account and/or Portfolio is closed or the agreement for Online Services is terminated. It is the responsibility of the User to retrieve the messages earlier if required and to back them up.

## eDocs

The User can create eDocs in accordance with his/her needs. eDocs created in this way are stored for two years within the Online Services system and are then automatically deleted.

## Security and operational risks

Despite the multilevel self-identification procedure, use of Online Services is not absolutely secure and various parts of the system are beyond our control, for example, the computer used by the User and public networks. It is solely the responsibility of the User to ensure that they are protected from the risks of accessing the Online Services from their own or a public network and we will accept no liability for any loss or damage resulting from the same, including but not limited to viruses, network interruptions or unauthorised access by third parties.

The User should reduce the security risks associated with use of Online Services wherever possible by taking suitable protective measures. In particular, the User should:

- (a) keep the operating system and the browser up-to-date;
- (b) install security patches made available and recommended by each provider;
- (c) take security precautions for public networks, such as installation of a firewall or deployment of anti-virus programs that are continually updated; and
- (d) take any necessary precautions in order to backup any data stored on his/her computer or other electronic data processing system.

If a User loses the Online Services token, he/she must immediately report the loss to us in order to block access to the Online Services. The User can order a replacement token by contacting us. A replacement token for an Authorised Party must be ordered by you.

## Responsibility of the User and our liability

Each User agrees to keep the Security Details in relation to Online Services safe in accordance with term 8.15.

Where an Authorised Party has access to Online Services it is your responsibility to ensure that they comply with the requirements set out in term 8.15 in

relation to their Security Details.

Each User who obtains access to Online Services with his/her Security Details is considered to be in possession of the rights of access vis-à-vis us. We are authorised to grant a User who has proven his/her identity in this way unrestricted access to the information available via Online Services.

The User bears the risks deriving from:

- (a) manipulations of his/her computer or other electronic data processing system by unauthorised persons;
- (b) misuse of his/her Security Details;
- (c) their own or their Authorised Party's breaches of contractual or statutory duties of care;
- (d) intrusions by unauthorised persons in the transmission of data or other technical or operational issues affecting the internet; and
- (e) any other security or operational risk described above unless caused by our negligence, fraud or wilful default.

The User bears the risk of unauthorised access to Online Services up to the point in time that an application to block access takes effect.

We will accept no liability for any:

- (a) inaccuracy or incompleteness of any information or data provided about your Account or Portfolio in eReports;
- (b) loss or damage to the computer or other electronic data processing system of the User or a third party caused by transmission errors, input errors, mistakes, technical faults, computer viruses and disruptions, business interruptions or illegal intrusions;
- (c) loss incurred by you due to the use of Online Services by an Authorised Party and you shall hold us harmless for any damage incurred by us due to the failure of an Authorised Party to abide by its duty of care when using Online Services;
- (d) loss or damage as a result of an unauthorised person accessing Online Service where such person has identified themselves to us as a User; or
- (e) detriment caused to the User deriving from the deletion of

eMessages from his/her mailbox or the deletion of eDocs. The User acknowledges that he/she should export any data to their computer or other electronic data processing system should they require these for longer than two years.

## Authority for others to act

Where you request an Authorised Party to be given access to Online Services we will first require you and the Authorised Party to complete certain documentation to our satisfaction.

An Authorised Party's authorisation will remain valid until it is expressly revoked in writing by you or your legal successor. It does not automatically become invalid in the event of your death, incapacity to act or bankruptcy or by cancelling a signing authority or deleting the Authorised Party from a register of authorised signatories.

The revocation of a power of attorney or other authorisation to manage assets or receive information from us does not automatically lead to the cancellation of an authorisation for an Authorised Party to use Online Services. Where you no longer want an Authorised Party to have access to the Online Services you must notify us of this in writing.

## Termination

Our Online Services are an additional facility which we may make available. We may terminate or suspend the provision of our Online Services to any User on notice to you at any time. This will not affect the Agreement. We are not liable to you for any failure to provide our Online Services.

A User may terminate their access to Online Services at any time by written notice to us. You may terminate access of an Authorised Party to Online Services on written notice to us as referred to in term **Authority for others to act** On termination of access to Online Services each User must promptly return any security token we have provided.

Access to our Online Services will terminate automatically for all Users in the event of termination of the Agreement.

## Definitions

|                         |   |                         |  |
|-------------------------|---|-------------------------|--|
| <b>Account</b>          | any or all accounts held with CC by the Client or to the Client's order used to hold cash.  | <b>Personal Data</b>    | shall have the meaning given to it in the Data Protection Law, and for the avoidance of doubt, shall include sensitive personal data as also defined by the Data Protection Law.   |
| <b>Associate</b>        | an undertaking in the Schroders Group or a person whose relationship with the Schroders Group might reasonably be expected to give rise to a conflict of interest in dealings with third parties. | <b>Portfolio</b>        | a portfolio of assets (including cash) entrusted from time to time by the Client to CC or in respect of which CC has agreed to provide services (including assets held in any ISA).  |
| <b>Authorised Party</b> | a person authorised by the Client to access eServices.  | <b>Reporting Pack</b>   | a consolidated reporting pack provided by CC in relation to each Portfolio including transaction statements and Accounts information, and if relevant performance and comparison against any agreed performance benchmark. |
| <b>Business Day</b>     | any day, other than a Saturday, Sunday or public holiday in Guernsey.   | <b>Schroders Group</b>  | CC, Schroders plc (CC's ultimate holding company) and any of CC's or its subsidiaries (as defined in sections 1159 and 1160 of the Companies Act 2006).  |
| <b>Business Hours</b>   | the hours between 09:00 to 17:00 on any Business Day.   | <b>Security Details</b> | the User's PIN or any other personalised set of procedures agreed between CC and a User in order to access eServices.  |
| <b>Client</b>           | means a person to whom CC provides investment, banking and/or custody services.   | <b>Terms</b>            | CC's standard terms of business as amended from time to time.  |

Cazenove Capital  
Regency Court, Gategny Esplanade  
St Peter Port, Guernsey GY1 3UF  
T +44 (0)1481 703700 | F +44 (0)1481 706600  
cazenovecapital.com

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