



## ClientZone Online Valuation Service

## Terms and Conditions

### Important Note:

The Online Valuation Service allows you to access information about your portfolio or account and carry out valuations online. However, the information available should only be viewed as a tool to assist you in monitoring your investment with us. No information obtained via the Service or contained within it should be regarded as financial advice or the basis on which to make an investment decision. If you are considering making changes to your investment portfolio, we recommend that you consult your Investment Manager. In addition, you should check with us that the information obtained via the Service is complete and up to date. For various reasons outside of our control (and as outlined below), the information obtained via the Service may not always be up to date.

### Terms and Conditions:

Please read these terms and conditions carefully before using this website (the "Site"). Using this Site indicates that you accept these terms and conditions. If you do not accept these terms and conditions, do not use this Site.

The following definitions apply:

**You, Your** – Jointly, the portfolio holder(s) named who will be the authorised user(s) provided with a User ID by us in order to obtain access to the Online Valuation Service.

**We, our, us** – Hargreave Hale Limited, Talisman House, Boardmans Way, Blackpool FY4 5FY.

**Agreement** – These Terms and Conditions.

**Service** – Our online valuation service website at [www.hargreave-hale.co.uk](http://www.hargreave-hale.co.uk)

1. The Service provides valuations of your investments and is normally updated once each business day. We may modify the Service by displaying a message on the Service's website and terminate it on giving at least 10 business days' notice to you.
2. We grant you a personal and non-transferable right to access and use the Service in accordance with the instructions set out on the Service's website and subject to these Terms and Conditions. We may decline to authorise a user without giving a reason and similarly may withdraw authorisation without giving a reason. This may be because we suspect that your password or User ID has been misused by you or another person. You are responsible for protecting the security of your password and User ID and for all activities conducted using your password or User ID whether authorised by you or not.
3. We shall use best efforts to keep your information private and confidential and to provide you with continuous access to the Service. Both parties acknowledge that security risks exist since neither party has direct control over the internet. We cannot be held liable if information sent over the internet to you is altered or amended in any way.
4. The Service is protected by copyright and other intellectual property rights and may only be downloaded and viewed by you or printed out in hard-copy form for your personal use only. The Service is not to be made available on a network or otherwise reproduced, transmitted or incorporated into any work in whole or in part without our prior written permission. All other rights are reserved by us.
5. Whilst we will use all reasonable skill and care in providing the Service and ensuring that the Service is available at all times, you acknowledge that access to it might not be uninterrupted or error free and could be subject to delays, including, for example, as a result of the Service being provided through the public internet.
6. We shall use best endeavours to ensure that data provided over the internet is accurate and timely; however, you acknowledge that various limitations may exist. In particular, we rely on third parties (in a number of ways which may change over time) for pricing information, investment data, other source data, and other services. We shall not be liable to you for any loss you may incur as a result of information provided by ourselves, sub-contractors or third parties. You acknowledge that the pricing information on some stocks is revised less frequently than on others so that real time changes may not be reflected in the data provided.

7. We make no other representations or warranties, express or implied, regarding the Service, including, but not limited to its quality or fitness for a particular purpose, and all representations, conditions, warranties, terms and conditions whether express or implied by statute, common law or otherwise are excluded.
8. We shall not be liable to you for any indirect, special, incidental, punitive or consequential losses or damages (including third party claims, loss of profits, revenue or goodwill) suffered by you or any third party howsoever caused (including any such loss or damage suffered by you as a result of an action brought by a third party) arising in relation to the Service.
9. You agree to indemnify us against all costs, losses, claims and expenses incurred except where these have been incurred due to our negligence, wilful default or fraud. Where you are a trustee, your liability is limited, in the absence of fraud, to the assets of the trust from time to time.
10. Any exclusions or limitation of liability within these Terms and Conditions are made to the fullest extent permitted by law.
11. We may terminate your access to the Service immediately without notice if you are in breach of any of these Terms and Conditions, you no longer hold an Account with us, or you terminate the Agreement relating to these Terms and Conditions, or we give notice to you in writing of the termination of the Service, which we shall be entitled to do for any reason whatsoever.
12. Our delay or failure in enforcing the Service's Terms and Conditions will not constitute a waiver by us of rights or remedies.
13. If you are proposing to use the Service from a location outside the United Kingdom, you are responsible for ensuring that you may lawfully use the Service under the laws applicable in that other location.
14. Each of the obligations and rights under this Agreement should be regarded as distinct and severable obligations and/or rights.
15. This Agreement sets out the entire Agreement and understanding between the parties.
16. No person who is not a party to the Agreement may enforce any term of the Agreement. The parties agree that the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement or to any agreement or document entered into pursuant to this Agreement.
17. This Agreement shall be governed by English law and shall be subject to the jurisdiction of the English courts. This Agreement is provided to you in English and all communications with you will be in English.

## Administration

The general administration of the ClientZone Online Valuation Service is undertaken by the IT and Valuations Departments. If you have any problems or queries regarding the service provided please contact either department at the address stated below or alternatively use the link on the ClientZone web page to make contact.