

Investec Bank (Channel Islands) Limited

Online Banking Terms and Conditions



Important notice

The terms on which the Bank provides online banking services to its Clients are set out in this document which should be read in conjunction with the General Terms and Special Terms, where applicable.

Please read these Online Banking Terms carefully. By using this Service you agree to be bound by these Online Banking Terms.

If there is any conflict between the General Terms and these Online Banking Terms, the General Terms will take priority.

The Bank may, subject to these Online Banking Terms, permit a Client to have access to the Service whereby the Client may: (a) establish more than one Individual User and/or Third Party User of the Service, in respect of the Account(s) with us; and (b) nominate an Organisation Representative in respect of those Individual Users and Third Party Users.

Any Client wishing to use the Online Service shall ensure that each Individual User and Third Party User registers with the Bank for the Service.

Each Individual User of Channel Islands Trust & Corporate online banking must tick the 'I have read and accept the Online Banking Terms' checkbox on the Website before using the Service, to indicate agreement to these Online Banking Terms. Before proceeding any further we recommend that you seek legal advice.

If you have any questions regarding the Service or these Online Banking Terms, please contact our Online Banking Support team:

Trust & Corporate Online Banking Support:

By telephone number: +44 1481 706450

By e-mail to: IBCIOnlineSupport@investec-ci.com

Private Client Online Banking Support:

By telephone number: +44 1481 706407

By e-mail to: Onlinebanking@investec-ci.com

Telephone lines are open during normal banking hours which are between 9.00am and 5.00pm on every Business Day. Telephone calls are recorded and monitored for quality and training purposes.

1 Definitions and Interpretation

1.1 Definitions

In these Online Banking Terms:

Authorised Representative

means the individual(s) employed by, and/or authorised to give instructions on behalf of an Intermediary or a Corporate Client as an Authorised Signatory, and an Authorised Representative may include the Client, being an individual.

Bank or we or us

means Investec Bank (Channel Islands) Limited.

Client or you

means the person(s) named as holder of an Account.

Corporate Client

means a Corporate Client approved by the Bank, including but not limited to a corporate entity, partnership, limited partnership, limited liability partnership, foundation, club, society or unincorporated association.

Data

means details of banking and/or custody transactions recorded on and/or passed across the Accounts held with us and the balances of those Accounts and/or details of Related Parties and/or Related Party Information.

Data Service

means the automation of the download of any Data available as a report in the Bank's Online Banking System via the VDC application. Further details of the Data Service are set out in the schedule to these Online Banking Terms.

General Terms

means the general terms and conditions of the Bank as may be amended by the Bank from time to time.

Individual User

means the individual(s) approved and appointed by the Authorised Representative to have specific access to the Service.

Instruction

means an instruction from a Payment Authoriser through the Service to the Bank giving instructions for the Bank to process a payment or to take any other action in relation to an Account.

Intermediary

means an introducer or intermediary or trust and corporate service provider approved by the Bank.

Online Banking

means the online banking service known as "Investec Bank (Channel Islands) Online Banking", "Channel Islands Online Banking", "IBCI Online", "Channel Islands Trust & Corporate", "Investec Online" and/or any other name or description from time to time used by the Bank or Bank Group.

Online Service

means the Online Banking and/or mobile banking service operated and provided by the Bank under these Online Banking Terms, as described in Section 3 below.

Organisation Representative

means an Authorised Representative or the individual(s) appointed by the Authorised Representative who approves and sets up Individual Users and Third Party Users, and determines their access rights, which shall include the right to terminate or limit their access rights to the Service.

Payment Authoriser

means an individual appointed by the Authorised Representative in the form provided to and accepted by the Bank.

Related Party

means persons affiliated with the entity in respect of which we provide the Account including but not limited to the settlors, protectors and beneficiaries of trusts, the founders, council members, protectors and beneficiaries of foundations, directors, shareholders and beneficial owners of companies and the partners and beneficial owners of partnerships.

Related Party Information

means in respect of any Related Party information or data we hold for the purposes of operating or maintaining the account including but not limited to name, nationality, tax residence and other identification information or personal data.

Security Mechanism

means all passwords, tokens, personal information codes and other security devices provided to or used by you for the purpose of the Service.

Security Policy

means the Bank's security policy as amended from time to time, a current version of which is available on:

<https://www.investec.co.uk/security-centre.html>.

Services

means the Online Service and Data Service, and Service means either of them.

Third Party User

means any person(s) other than the Organisation Representative, Individual User or Client who may use the Service, having been approved and set up by the Organisation Representative or the Bank with the agreement of the Authorised Representative.

User Security Details

means the security details personal to a user of the Service which may include user names, passwords and other information.

VDC

means the Vega Data Communicator which is the software application that enables the Data Service.

Website

means the website of the Bank through which the Service is provided.

1.2 Interpretation

In these Online Banking Terms:

- 1.2.1 capitalised terms when used in these Online Banking Terms will have the meanings given to them in the General Terms, unless defined in these Online Banking Terms;
- 1.2.2 unless the context requires otherwise, the principles of interpretation set out in the General Terms apply also to these Online Banking Terms;
- 1.2.3 unless otherwise stated, references to "**Sections**" are to sections of these Online Banking Terms;
- 1.2.4 references to:
 - 1.2.4.1 the exercise of the Bank's discretion will be to its absolute and unfettered discretion;
 - 1.2.4.2 the Bank's opinion will be to its sole opinion, and the Bank will not be required to give any reasons for its decision or the basis of its opinion.

2 Availability of the Service

- 2.1 The Services are made available by the Bank:
 - 2.1.1 to any Client who registers for the Service; and
 - 2.1.2 in respect of any Account which is compatible with the Service once approved by the Bank.
- 2.2 The Services may not be used by any person who is a citizen of or resident in any country where distribution, publication, availability or use of the Service would be contrary to Applicable Laws.
- 2.3 You represent and warrant to us that each Individual User, Third Party User and Intermediary (as applicable) is duly authorised by you to have access to and use any of the Services, agrees to be bound by these Online Banking Terms and to follow them at all times.
- 2.4 Subject to Section 12, we reserve the right, at any time, to alter, replace or discontinue all or any part of the Services without notice to you.

3 Accessing the Service

- 3.1 The details provided by you on application and registration for the Online Service are important and must be complete and correct. If there are any changes to your circumstances or to such details you must promptly notify us of such changes.
- 3.2 Access to the Services will allow:
 - 3.2.1 you to view 'real time' balances and transactions on your Account;
 - 3.2.2 subject to Bank approval, allow you to make payments and/or view Related Party Information;
 - 3.2.3 your Intermediary to use the Data Service.
- 3.3 You acknowledge that the transactions and balance(s) may not necessarily be an accurate reflection of your Account as it could be out of date for various reasons, including backlogs due to high volumes. Details of an Account balance should not be relied upon as being accurate. If you require an up to date balance you should contact your relationship manager. If you act upon or place any reliance upon (or any person does so on your behalf) an Account balance viewed on or obtained through the Services you do so at your own risk.
- 3.4 Subject to the above, all dates and time recorded relating to the use of the Services are UK time.
- 3.5 You must contact us immediately if you become aware of an error, potential error, failure, delay or suspect fraud or any unlawful activity in the use of the Service.

4 Processing your Instruction

- 4.1 An Instruction sent by a Payment Authoriser through the Service constitutes an unconditional authority from the Client to the Bank to carry out the matters contained in such Instruction and to debit or credit the relevant Account(s) with the amount specified in the Payment Instruction.
- 4.2 You are responsible for ensuring that all Instructions are accurate and complete and capable of being carried out.
- 4.3 Where an Instruction is received we will make reasonable efforts, where requested to do so by a Payment Authoriser, to modify or reverse a prior Instruction and in so doing will, where possible and necessary, delay, suspend or halt the processing of any Instruction.
- 4.4 You request and authorise us to:
 - 4.4.1 rely and act upon all Instructions which appear to us to be properly authorised by you, even if they may conflict with any other mandate given at any time concerning your Account;
 - 4.4.2 debit your Account with any amounts we have paid or incurred in accordance with any Instruction, without carrying out any verification or confirmation of the authenticity of any Instruction.
- 4.5 An Instruction may not always be processed immediately on the giving of the Instruction. Instructions may be processed only during normal banking hours on a Business Day even though the Service may be operational outside these hours. For more information in respect of the normal banking hours and Business Days, please contact your designated relationship manager.
- 4.6 We have discretion in determining whether to act on or delay acting on an Instruction from a Payment Authoriser:
 - 4.6.1 which appears to be incomplete or inaccurate; or
 - 4.6.2 where there are insufficient cleared funds to make the payment in accordance with the Instruction; or
 - 4.6.3 where there is no overdraft facility in place on the Account; or
 - 4.6.4 where any agreed overdraft facility on the Account would be exceeded if we carried out the Instruction; or

- 4.6.5 where there is an agreed notice period to effect Instructions on the Account; or
- 4.6.6 if we believe that the carrying out of the Instruction might result in a breach of any Applicable Laws; or
- 4.6.7 in any circumstances where we may refuse or delay acting on Instructions as set out in the General Terms.

- 4.7 If we decide for any reason not to act on or delay acting on an Instruction, we will endeavour to notify you or the Payment Authoriser, as appropriate, stating the reason for that decision, where legally permitted to do so.
- 4.8 You acknowledge that the issuance of an Instruction does not necessarily mean that the Bank will carry out or has carried out the Instruction.

5 Information

- 5.1 The form and content of the information to be provided via the Services will be at our sole discretion and we may change or suspend the Services at any time without notice or liability to you. If there is any inconsistency between the information that is supplied via the Services and our own internal records, our own internal records will prevail.

6 Clients with Joint Accounts

- 6.1 The Online Service is not available to or may otherwise be suspended in respect of any jointly held Account if we are notified by a Client or otherwise become aware of any dispute in connection with such Account, unless the Bank receives written notification from all Clients in respect of that Account.
- 6.2 Any Client who is named as a joint holder of an Account in circumstances where the authority of more than one joint holder of the Account is required for the operation of the Account may have limited access to the Online Service.
- 6.3 Any notice that we send to a joint Client in respect of a joint Account (including online notifications given to a joint Client) will bind each joint Client.
- 6.4 If you are a joint Client, it is your responsibility to ensure that you put in place arrangements with the other joint Client(s) to share between yourselves information contained in any such notice. We may give information about a joint Account and each transaction in relation to that joint Account to any holder of that joint Account.

7 No warranty

- 7.1 The Services are provided on "as is" and "as available" basis.
- 7.2 We do not give any warranty:
 - 7.2.1 that the Services will be accessible and available at all times;
 - 7.2.2 regarding the speed or resolution of the Services or their compatibility with any computer equipment used to access the Services;
 - 7.2.3 that any systems or software used by us in delivering or performing the Services are free of virus, any harmful code or other defect;
 - 7.2.4 with regard to the accuracy, timeliness or completeness of any such information or materials provided or made available on the Services, including your online Statements;
 - 7.2.5 with regard to the non-infringement of any third party rights.
- 7.3 The Services are provided by us for your private use only and are subject to change without notice.
- 7.4 All opinions expressed in, on or through the Services, are for general information purposes only without taking into

account the Client's investment objectives, financial situation or needs.

- 7.5 Foreign exchange rates quoted on the Services and balances derived from foreign exchange rates that are available on the Services are for indicative purposes only.

8 Limitation of liability

- 8.1 We are not liable to you or any other person, including your Intermediary for any loss or damage howsoever suffered or incurred, directly or indirectly as a result of or in connection with:
 - 8.1.1 your use or the use by any person authorised or deemed to be authorised by you, of any Service;
 - 8.1.2 any act, default, negligence or fraud of any person authorised or deemed to be authorised by you in using any Service;
 - 8.1.3 any unauthorised person gaining access to any Service or your Account;
 - 8.1.4 the use or misuse of any Service which in our view is or may be in breach of Applicable Laws;
 - 8.1.5 any error, omission, defect, computer virus, breakdown or system failure affecting, non-availability of, or delay to, any Service or the Website;
 - 8.1.6 any error in or omission from any Instruction;
 - 8.1.7 our carrying out or our inability or refusal to carry out, or delay in carrying out, any request to modify or reverse an Instruction under Section 4.3;
 - 8.1.8 our inability or refusal to carry out, or delay in carrying out an Instruction for any reason set out in Section 4.6 or if we believe an Instruction has not been authorised by you or on your behalf;
 - 8.1.9 your or any other person's reliance on an Instruction being executed, or expectation of its execution, or the expected time of its execution;
 - 8.1.10 any failure, delay, error, act, omission or default by any third party involved in executing an Instruction including but not limited to any receiving bank;
 - 8.1.11 any failure or inability to access any Service or for any errors or omissions in any Service caused by your failure to provide to us complete and correct details and to keep such details up to date;
 - 8.1.12 any error in or omission from the information available through the Website and/or any Service;
 - 8.1.13 your reliance on any information made available on any Service without verification with us;
 - 8.1.14 any alteration, replacement or discontinuance of any Service;
 - 8.1.15 any failure by you or anyone authorised by you to comply with our Security Policy.
- 8.2 Except as otherwise specifically agreed in writing or as provided in the General Terms or other applicable terms and conditions:
 - 8.2.1 nothing in the Services is an offer which can be accepted by you so as to create contractual obligations without further action by us;
 - 8.2.2 we provide no advice via the Services (including, without limitation, regarding the execution of transactions or any financial, legal, tax or accounting advice or advice regarding the suitability or profitability of a security, investment or transaction by means of the Services);
 - 8.2.3 any information made available via the Services is for general information purposes only and does not constitute financial advice or as an offer, solicitation or recommendation of securities or other financial products. You should obtain independent advice that addresses your particular investment objectives, financial situation and needs before making investment decisions.

- 8.3 You are solely responsible for the acts, defaults and omissions of any person authorised or deemed to be authorised by you to use the Services.
- 8.4 You will indemnify and keep indemnified all members of the Bank Group, its directors, officers, employees and its agents ("**Indemnified Parties**") from and against all costs (including the costs of taking legal and other professional advice), expenses, losses, liabilities, damages, claims, actions, proceedings or demands which may be brought against, suffered or incurred by such persons in connection with the use of the Services, other than as a result of the fraud, gross negligence or wilful default of such Indemnified Parties.
- 8.5 The liability and indemnification provisions set out in these Online Banking Terms are in addition to the provisions set out in the General Terms.

9 Fees and Charges

- 9.1 In using any part of the Services you agree to pay:
- 9.1.1 all fees and charges, if any, levied by the Bank in connection with such Service according to the relevant Schedule of Charges and which may be debited to your Account; and
- 9.1.2 your own costs associated with the use of the Service, including any licence fees for any software used by you.
- 9.2 We will not be liable to any third party including any Intermediary in respect of their costs in connection with their use of any of the Services.

10 Your security obligations

- 10.1 The Online Service is password protected and you will be assigned User Security Details and other Security Mechanisms in order to access and use the Service.
- 10.2 The Security Mechanisms allocated to you are personal to you and must not be used by any other person.
- 10.3 You will keep all User Security Details and Security Mechanisms strictly confidential and ensure that any Organisation Representative, Individual User and Third Party User, as applicable, will have and/or maintain adequate security procedures to prevent disclosure or use of the User Security Details and/or access to the Online Service by all other persons.
- 10.4 You will, and will ensure that all persons authorised by you will comply with our Security Policy at all times.
- 10.5 If any of the following occurs:
- 10.5.1 you know or suspect that an unauthorised person is aware of or has access to your User Security Details or Security Mechanisms;
- 10.5.2 you know or suspect that an unauthorised person has gained or may gain access to your Account through the Service;
- 10.5.3 there has been a loss, misuse or theft of your User Security Details or Security Mechanisms; or
- 10.5.4 you know or suspect that the confidentiality of your User Security Details may have been compromised,
- you:
- a) must immediately change your password;
- b) must immediately notify us of its occurrence and provide us with any information we may require concerning the matter to enable us to carry out such investigations as we consider appropriate; and
- c) agree to cooperate with us and any authorities (including the police) in any investigation;

- 10.6 We may temporarily suspend or refuse access to any Service if we suspect that an unauthorised person is attempting to log into your Account or if incorrect User Security Details are repeatedly used in attempting to log in. We may issue you with a new password at any time and for any reason. If this happens your existing password will become invalid and you must use the new password.
- 10.7 You are solely responsible for:
- 10.7.1 ensuring that the use of the Services by you or any other person authorised by you will not contravene any Applicable Laws including the laws of the territory in which the Service is accessed;
- 10.7.2 any use of, or attempt at using the Services and for any acts or omissions during such use (including without limitation the entry into any transactions and use by an Organisation Representative, Individual Users and Third Party Users to the extent applicable) and we shall be entitled to treat any access to or use of the Services (including, without limitation, the entry into any transactions and the provision of all internal approvals necessary to effect the same) as having been duly authorised unless you have complied with Section 10.5.
- 10.7.3 providing, installing and maintaining all equipment (including personal computers and modems) required for accessing the Services, or ensuring that any person authorised by you is responsible for providing, installing and maintaining all equipment (including personal computers and modems) required for accessing such Services;
- 10.7.4 ensuring that you have, and any person authorised by you has, up to date and effective antivirus software installed and a firewall enabled on the relevant computer equipment,
- 10.7.5 taking all reasonable precautions to avoid inappropriate use of the Services by unauthorised third parties;
- 10.7.6 the security and confidentiality of your own communications with the Bank in using the Services;
- 10.7.7 ensuring the compatibility of computer equipment and software used for the Services;
- 10.7.8 ensuring that an appropriate website browser is used for the Services. Please contact the Bank for details of the web browsers which are currently supported.
- 10.8 You must not and must ensure that any person authorised by you does not:
- 10.8.1 use the Services in a way which causes or is likely to cause them to be interrupted, damaged or impaired in any way. You may retrieve and display pages from the Online Service on a computer screen and may print individual pages and store pages in electronic form only for your private use;
- 10.8.2 post on or transmit through the Services and/or the Website any defamatory, threatening, obscene, harmful, pornographic, offensive or illegal material or material which would violate or infringe in any way upon our rights or those of others (including intellectual property rights, rights of confidentiality, or rights of privacy) or cause distress or inconvenience;
- 10.8.3 post on or otherwise make available on the Website any material which you do not own without the express permission of the owner of the material;
- 10.8.4 copy, download, reproduce, republish, frame, broadcast, transmit in any manner whatsoever, any material on the Website or accessed via the service except as is strictly necessary for your private use;

- 10.8.5 copy, display, use, draft or create any summaries or derivation with any of the information available from the Services or the Website for commercial purposes, remove or alter any of the trademarks, or copyright notices on the Services, create any links to the Services without permission or save, compile, decompile, reverse engineer or tamper with the Website and/or the Services;
- 10.8.6 interrupt or interfere with the working of the Website, whether by hacking into the Website, tampering with security, disrupting the Services in any way or by anything else;
- 10.8.7 allow anyone else to use the Service on your behalf except in accordance with these Online Banking Terms.
- 10.9 We recommend that you and those authorised by you, follow the following security requirements at all times and make yourself and themselves familiar with the Security Policy. You should:
 - 10.9.1 make sure your computer is safe;
 - 10.9.2 update your anti-virus product on a weekly basis;
 - 10.9.3 avoid using the Services from public terminals, such as internet cafes;
 - 10.9.4 not open unsolicited emails, as these could contain stealth programmes and viruses;
 - 10.9.5 not open attachments to emails if you do not know the sender or are not expecting the email;
 - 10.9.6 install a personal firewall product which will help to protect your computer whilst you are online;
 - 10.9.7 ensure no one has unauthorised access to your computer;
 - 10.9.8 never disclose your User Security Details;
 - 10.9.9 make sure your operating system and browser have the necessary security updates available from your provider;
 - 10.9.10 always check that there is a closed lock on your screen to check that the Website is secure when accessing the Service;
 - 10.9.11 clean up and remove any spyware on a weekly basis;
 - 10.9.12 review your 'Sent items' folder for messages that may have been sent without your knowledge;
 - 10.9.13 always log out using the system's 'Log Out' button before closing your browser;
 - 10.9.14 take note of any other security requirements that we post on the Website from time to time;
 - 10.9.15 on each occasion you log on, check that the date and time that you last logged on is correct;
 - 10.9.16 ensure that passwords and memorable words cannot be easily guessed;
 - 10.9.17 not leave the terminal or other device from which you have accessed the Services at any time or let anyone else use it until you have logged off the Services. You will be responsible for ensuring that you have logged off the relevant Service at the end of each session.
- 10.10 You agree to monitor and review your transactions carefully and contact us immediately if there are any transactions that you do not recognise or that you think are wrong.
- 10.11 You agree to notify us promptly if you identify any errors or inaccuracies in the Related Party Information or if any update or change is otherwise required to any Related Party Information.
- 11.3 On the first login for Users of Channel Islands Trust & Corporate and the first login after any changes to these Online Banking Terms you must read and accept the Online Banking Terms.
- 11.4 For Users who access the Service through Investec Online, by logging in to Investec Online you are confirming that you have read and agreed to the Online Banking Terms which are available on the login page.
- 11.5 You are responsible for making sure that those authorised by you to use the Services are made aware of any changes to these Online Banking Terms.
- 11.6 Any amendment which is made to reflect a change in Applicable Laws may take effect immediately or on a date we specify. Any other amendment will only take effect on such date as we will specify.
- 11.7 If you (or any person authorised by you) use(s) the Services after we have notified you of changes to these Online Banking Terms, you will be doing so subject to the Online Banking Terms as amended, and will be deemed to have accepted the amended terms. You should therefore ensure that you read the amended terms.

12 Termination

- 12.1 We may suspend, restrict, reduce or cancel all or any part of the Services immediately if there is a material breach of any of these Online Banking Terms.
- 12.2 Use of the Service will be terminated by us if:
 - 12.2.1 you no longer maintain an Account with us; or
 - 12.2.2 we consider in our discretion that it is appropriate to do so, in which case we will give you notice in accordance with the General Terms.
- 12.3 Following termination of any Service you will, if requested by us, promptly return to us or destroy any content (including Third Party Content as defined in Section 15.1) or other materials provided by us or made available on the Service. At our request you will certify in writing the return or destruction of all such materials.
- 12.4 Unless otherwise expressly provided termination of any Service shall have no effect on any transactions previously executed through such Service which shall continue to be subject to these Online Banking Terms and shall not negate any action required by any party to complete or implement any transaction which is entered into prior to such termination.
- 12.5 You may terminate your use of all or any of the Services at any time by giving notice to us in accordance with the General Terms.
- 12.6 When we terminate your access to all or any part of the Services or when you terminate your use of the Services:
 - 12.6.1 such termination will not affect the continuance of your Account with us, unless the termination of the Services is as a result of closure of your Account;
 - 12.6.2 you will still have, and we will still have, all legal rights and obligations that have arisen or that arise under these Online Banking Terms before termination.

13 Potential disruption of services

- 13.1 Access to the Website and/or the Services may from time to time be unavailable, delayed, limited or slowed due to, among other things:
 - 13.1.1 hardware failure, including among other things: failures of computers, overload of system capacities (including your own computer), servers, networks, telecommunication lines and connections, and other electronic and mechanical equipment;
 - 13.1.2 software failure, including among other things: bugs, errors, viruses, configuration problems,

11 Amendments to the Online Banking Terms

- 11.1 These Online Banking Terms apply to your use of the Services.
- 11.2 We may amend these Online Banking Terms by posting such amendments on the Website.

incompatibility of systems, utilities or applications, the operation of firewalls or screening programs, unreadable codes, or irregularities within particular documents or other content;

- 13.1.3 damage caused by severe weather, earthquakes, wars, insurrection, riots, terrorism, civil commotion, act of God, accident, fire, water damage, explosion, mechanical breakdown or natural disasters;
- 13.1.4 interruption (whether partial or total) of power supplies or other utility supplies;
- 13.1.5 maintenance;
- 13.1.6 governmental or regulatory restrictions, exchange rulings, court or tribunal orders or other human intervention;
- 13.1.7 any other cause (whether similar or dissimilar to any of the foregoing) whatsoever beyond our control.

If any of the above happens, we will attempt to restore the Service as soon as reasonably possible.

- 13.2 If access to the Website and/or the Services is unavailable, delayed or limited, or if the Website does not operate quickly and efficiently, you may be unable to transmit your instructions for transactions and other matters, or such instructions may not be promptly executed, or you may be unable to retrieve information on a timely basis. If your operations are dependent on such communications with us, and such communications are disrupted or delayed, you may suffer losses and you should use other means to contact us and execute your instructions. We will not be liable for any such loss.

14 Links to other sites

- 14.1 Links to unaffiliated websites are provided solely as pointers to information on topics that may be useful to users of the Website, and we have no control over the content of such unaffiliated website. If you choose to link to a website we do not control, we make no warranties, either express or implied, concerning your use of, or inability to use, such website, the content of such website, including the accuracy, completeness, reliability, or suitability thereof for any particular purpose, nor do we warrant that such website or content is free from any claims of copyright, trademark, or other infringement of the rights of third parties or that such site or content is free of or protected from viruses or other security risks. We do not guarantee the authenticity of documents on the internet. Links to unaffiliated websites do not imply any endorsement of or responsibility for the opinions, ideas, products, information, or services offered at such websites, or any representation regarding the content at such websites and we expressly disclaim any such endorsement or representation. In addition, these third party services may have a privacy policy or security practices different from the Service so it is important to read the policies of those websites before sharing your personal information.

15 Intellectual property rights

- 15.1 The Website and/or the Services may incorporate third party data, text, images, software, multi-media materials and other content ("**Third Party Content**").

We accept no liability for the accuracy or integrity of any Third Party Content.
- 15.2 The Services are protected by copyright, database rights and other intellectual property rights. You acknowledge that we and/or our third party suppliers retain all right, title and interest in and to the Services. Use of the Services does not confer any ownership rights in the Services. Accordingly, any unauthorised copying, reproduction, retransmission, distribution, dissemination, sale, publication, broadcast or

other circulation or exploitation of any such material will constitute an infringement of that copyright. The trademarks, logos and service marks displayed on the Services are our registered and unregistered trademarks. Nothing contained in the Services or on the Website should be construed as granting any licence or right to use any trademark, logo or service mark without our prior written consent.

- 15.3 All data, text, images, software, multi-media materials and other content provided by you or on your behalf via the Services ("**Contributions**") shall become our property.

You assign all your rights, title and interest (including copyright, database and other intellectual property rights) in and to the Contributions to us and agree to do all acts necessary to perfect and maintain our title in Contributions. Except where expressly provided to the contrary or as otherwise required by law we shall not be subject to any obligations of confidentiality regarding Contributions.

16 Organisation Representatives

- 16.1 In cases where we permit the Client to establish more than one Individual User of the Service in respect of the Client's Accounts with us, the following sub-sections of this Section 16 shall apply.
- 16.2 The Client will be responsible for ensuring that the Organisation Representatives perform the following functions:
 - 16.2.1 administration of the Individual Users and Third Party Users (see Section 17), including addition or removal of Intermediary Users and Third Party Users and User Security Details resets and the grant of specific permissions and access rights to Individual and Third Party Users;
 - 16.2.2 allocating all unallocated Accounts of the Client to the respective user groups;
 - 16.2.3 submitting to the Bank the applicable new user forms duly signed by the Authorised Representative of the Intermediary or Corporate Client to enable access to the Service to be granted to all new Organisation Representatives.
- 16.3 We will (on your request) provide training to the Organisation Representatives, to assist them in performing the functions detailed in Section 16.2, and, where we deem appropriate, additional guidance.

17 Individual User/Third Party User of Intermediary and Corporate Clients

- 17.1 The ability for Organisation Representatives to set up Individual Users and Third Party Users ("**Users**") may only be granted with the prior approval of the Bank. Once agreed between the Bank and the Intermediary or Corporate Client all Users must be carefully managed, maintained and controlled by the Organisation Representative on behalf of the Client.
- 17.2 Upon confirmation from us that the Intermediary or Corporate Client may have User administration rights, the Intermediary or Corporate Client may grant online access to the Users. The Intermediary or Corporate Client is responsible for ensuring the correct allocation of data to the Users and to ensure that the viewing rights of the data and in particular Related Party Information do not compromise their or their client's tax position or breach Applicable Laws including any data protection regulations.
- 17.3 The Bank will not be responsible for maintaining any Third Party Users, for example set up, User Security Details re-sets and modification or cancellation of access rights. Any Intermediary or Corporate Client with a requirement for Third Party User access must appoint an Organisation

Representative who will be responsible for the set up and maintenance of Third Party Users.

- 17.4 The Intermediary or Corporate Client as applicable shall be responsible for ensuring that the Users comply with the Online Banking Terms and all other obligations between the Bank and the Client.
- 17.5 The Bank is not liable to the Client or any other person as a result of the rights granted by the Organisation Representative in favour of Users under these Online Banking Terms.

18 General

- 18.1 No failure or delay on our part in exercising any right or remedy under these Online Banking Terms shall operate as a waiver of, or impair, any such right or remedy. No single or partial exercise of any right or remedy shall preclude any other or further exercise thereof or the exercise of any other rights or remedies. No waiver of any right or remedy shall be deemed a waiver or modification of any other right or remedy under these Online Banking Terms.
- 18.2 If at any time any provision of these Online Banking Terms is or becomes illegal, invalid or unenforceable, that shall not affect or impair the legality, validity or enforceability of the other provisions of these Online Banking Terms.
- 18.3 These Online Banking Terms are supplemental to and will not prejudice the binding nature of other agreements between you and us.
- 18.4 We may transfer any of our rights or obligations under these Online Banking Terms.

19 Data Protection

- 19.1 We recognise and respect the privacy and data protection rights of individuals with regards to personal data (i.e. information that directly or indirectly identifies an individual). We may use your personal data to provide you with (including but not limited to) services you request from us, manage your accounts, make decisions, detect and prevent financial crime, for analysis and assessment and/or to ensure that we comply with legal and regulatory requirements.

20 Governing Law

- 20.1 These Online Banking Terms and any non-contractual disputes arising out of or in connection with them are subject to the laws of the Island of Guernsey. The Royal Court of the Island of Guernsey shall have exclusive jurisdiction in respect of any disputes between you and us.

Schedule

Data Service

1. The Data Service will enable the Intermediary or Corporate Client to automate the download of your Data for import into its accounting software or other software applications from third parties.
2. The provision of the Data Service will commence following the completion of the registration process by you or the Intermediary and acceptance by the Bank.
3. In order for your Data to be downloaded the Intermediary or Corporate Client must first:
 - a) obtain a **PersonalSign 2 Pro** authentication certificate from GlobalSign to set up the data feed. The certificate can be obtained from <https://www.globalsign.com/en/personalsign>; and
 - b) install Vega Data Communicator ("VDC") tool within its information technology environment.
4. The form and content of the Data to be provided via the Data Service will be at our sole discretion and we may change or suspend the Data Service, at any time without notice or liability. If there is any inconsistency between the information that is supplied via the Data Service and our own internal records, our own internal records shall prevail.
5. You acknowledge and agree that once your Data has been exported to the Intermediary that we have no control over, or responsibility for, the use and security of such Data.
6. The Intermediary or Corporate Client is granted a limited, revocable, non-exclusive, non-transferable, non-sub-licensable and non-assignable licence to use and access the Data Service solely for the purposes of, and in accordance with, these Online Banking Terms.
7. If the Intermediary or Corporate Client experiences any problems, issues and/or faults with the installation and activation of the Service, or the operation of the VDC we will provide telephone support from 9.00am to 5.00pm on a normal Business Day.

For further details as to how Investec uses your information, please refer to our **Data Protection Notice** at https://www.investec.com/en_chis/legal/UK/data-protection-notice/channel-islands.html

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