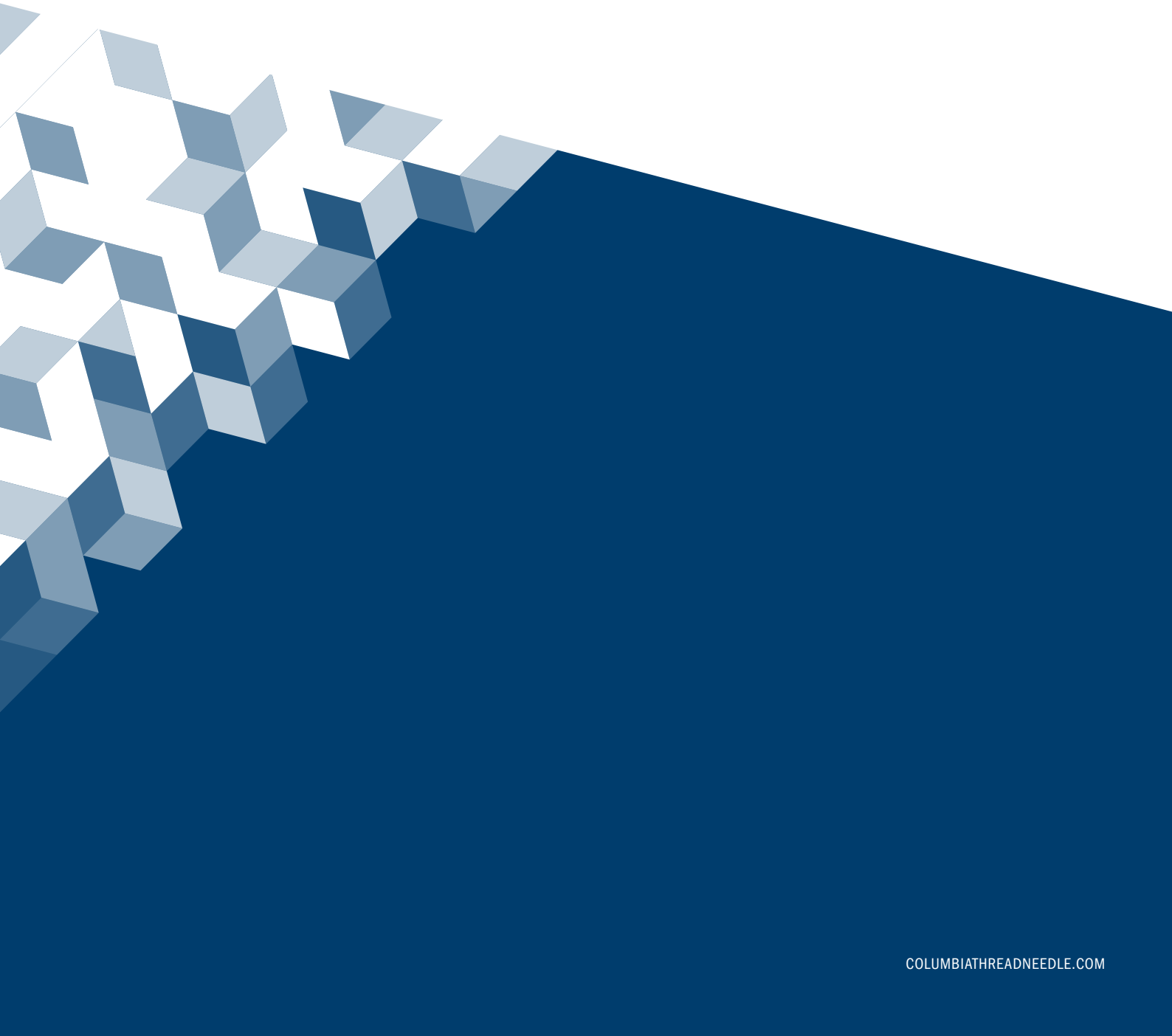


TERMS AND CONDITIONS ADVISER VALUATION SERVICE

Effective: 19 October 2015



IMPORTANT NOTICE: PLEASE DO NOT PROCEED TO USE THE ADVISER VALUATION SERVICE UNTIL YOU HAVE READ AND UNDERSTOOD THESE TERMS AND CONDITIONS AND AGREED TO BE BOUND BY THEM.

This document contains the Terms and Conditions on which Threadneedle Investment Services Limited agrees to your use of the Service including: (i) your use of your Username and Password and (ii) your use of the Information accessed by you through the Adviser Valuation Service. This Service is made available to financial intermediaries and advisers only in the United Kingdom and it is not intended for direct use by private investors.

Please read these Terms and Conditions carefully before using the Adviser Valuation Service. In registering and continuing to use the Adviser Valuation Service, you will be deemed to have read, understood and agreed to these Terms and Conditions which will be a binding agreement between you and us.

1. DEFINITION

“Adviser Valuation Service”	means the online Adviser Valuation Service provided by TISL;
“Equipment”	means the equipment used by you in order to access the Service;
“FCA”	means the UK Financial Conduct Authority;
“Information”	means the database of client information, provided by TISL, to which you will have access via the internet;
“Service Failure”	means certain factors outside the reasonable control of TISL including, without limitation, the in-operation, inefficiency or unsuitability of the Equipment and the unavailability, in-operation or interruption of internet or other telecommunication services;
“Terms and Conditions”	means these Terms and Conditions, governing the use of the Service;
“Threadneedle Group”	means any subsidiary undertaking or parent undertaking of TISL and any subsidiary undertaking of such parent undertaking(s);
“TISL”	means Threadneedle Investment Services Limited;
“Username and Password”	means your personal identification, which will allow you access to the Service;
“we”, “us”, “our”	means Threadneedle Investment Services Limited;
“you”, “your”	means the user of the Adviser Valuation Service.

2. REGULATION

TISL is authorised and regulated by the UK FCA in the conduct of its investment business.

3. PROVISION OF THE ADVISER VALUATION SERVICE BY US

- 3.1 By using your Username and Password to access the Adviser Valuation Service, you hereby agree that you have accepted and agree to these Terms and Conditions and that they will form a full, legally binding agreement between you and us, enforceable in accordance with its terms. You will then have the right to access the Information in accordance with these Terms and Conditions until your right to use the Adviser Valuation Service is terminated.
- 3.2 We grant you the right to use the Adviser Valuation Service and your Username and Password, solely for use in accordance with these Terms and Conditions and any other instruction or direction for use supplied to you by us from time to time via the Adviser Valuation Service or otherwise. You agree to comply with these Terms and Conditions and any such other instruction or direction. Your right to use the Adviser Valuation Service is personal to you and you may not permit any other person to gain access to the Adviser Valuation Service using your Username and Password.
- 3.3 Technological changes from time to time may make the Equipment used by you obsolete or otherwise unsuitable. You are solely responsible for providing, updating or replacing any part of the Equipment and for any telecommunication and other related costs. We make no warranty as to the suitability or otherwise of the Equipment, which is your responsibility alone.

4. AVAILABILITY OF INFORMATION

We reserve the right to change the Adviser Valuation Service at any time. We reserve the right to change the appearance, content, presentation, performance, user facilities and availability of any part of the Adviser Valuation Service at our discretion. TISL does not warrant any connection, transmission over, security of, or results from the use of any network connection or facilities provided (or omitted to be provided) in connection with the Adviser Valuation Service.

5. ADEQUACY OF INFORMATION

We give no warranties as to the adequacy or fitness for any particular purpose of the Information or the Service or use and all such warranties are expressly excluded by law. You agree that you will bear all risks from any use or results of using the Information or the Adviser Valuation Service. In addition, you are responsible for validating the integrity of any Information received by you over the internet. If at any time you believe the Information to be incorrect, you must immediately inform us, giving your reasons for believing the Information to be incorrect.

6. SECURITY AND PERSONAL DATA

- 6.1 By agreeing to these Terms and Conditions and in accordance with the Data Protection Act 1998, you consent to the processing by us, by associated companies both in the United Kingdom and internationally and by any third parties involved in the provision to you of products or services of the personal data submitted by you through the Service and/or created in the course of your relationship with us and to the use, transmission and disclosure of such personal data to such associated companies and/or third parties for customer administration. You warrant that you have obtained the necessary consent to receive personal data via this Service. You also consent to the use, transmission and disclosure of such personal data to associated companies and/or third parties for the delivery of the Adviser Valuation Service.
- 6.2 Subject to these Terms and Conditions, your Username and Password enable you to access the Adviser Valuation Service.
- 6.3 We may prevent the use of your Username and Password from time to time for any reason we deem appropriate, including security or other concerns or for general administration purposes or if your client requests us to cease the provision of personal data contained in the Information to you. We will inform you in writing by email and/or letter as soon as reasonably possible of such action.
- 6.4 You should memorise your Username and Password and you should not write your Username and Password down anywhere at all. You must take all reasonable steps to keep your Username and Password secret.

- 6.5 If you become aware of or suspect any unlawful or unauthorised use of your Username and Password, you must immediately inform us of the misuse of your Username and Password and must give us any details you have in relation to such misuse. You may then request a new Username and Password following the procedures advised by us.
- 6.6 TISL is unable to accept any responsibility whatsoever for any losses incurred as a result of the misuse of your Username and Password.
- 6.7 If you leave your employment, you must inform us immediately. We accept no responsibility whatsoever for any losses incurred either to you, your employer or to your clients as a result of any failure to comply with this provision.

7. TITLE

The copyright and any other intellectual property rights subsisting anywhere in the world relating to the Information, the Username and Password is owned by the Threadneedle Group. You have no rights to the Username and Password and Information other than as set out in these Terms and Conditions. If you become aware of or suspect any unlawful or unauthorised use of the Adviser Valuation Service or the Information (or if you become aware of or suspect any other infringement by any person or rights of the Threadneedle Group in the Information) you must bring this to our attention immediately and give us any details you have in relation to this.

8. RESTRICTIONS ON USE

- 8.1 You may not copy, reproduce, duplicate, modify, adopt or lend, sell or otherwise transfer, in whole or in part, any of the Information, except for the purpose of accessing the Service and producing print-outs for your own personal or normal business use.
- 8.2 Your rights under these Terms and Conditions are personal to you and you may not sub-license, assign or otherwise transfer any of those rights. You must not allow anyone else to use your Username and Password.

9. LIMITATIONS OF LIABILITY

- 9.1 We make no warranty or representation that the Adviser Valuation Service can be accessed at all times. The Adviser Valuation Service may be temporarily unavailable or restricted for administrative or other reasons and we do not accept any responsibility and will not be liable for any loss or damage as a result of negligence or otherwise, arising out of or in connection with loss of use of the Adviser Valuation Service.
- 9.2 You acknowledge that your uninterrupted access to the Adviser Valuation Service may also be prevented by certain factors outside our reasonable control including, without limitation, the in-operation, inefficiency or unsuitability of the Equipment and the unavailability, in-operation or interruption of internet or other telecommunication services (a "Service Failure"). Non-performance by us of our obligations under these Terms and Conditions where such non-performance results directly or indirectly from a Service Failure. We do not accept any responsibility and will not be liable for any loss or damage arising out of or in connection with any such Service Failure.
- 9.3 We do not accept any responsibility and will not be liable for the inaccuracy or incompleteness of any Information received by you or by us through the Adviser Valuation Service which arises out of or in connection with data transmission, machine or software error or malfunction or from your operating error or which originates from Information obtained from third parties (other than such inaccuracy or incompleteness arising as a result of our own negligence, fraud or willful default).

10. DISCLAIMER

Threadneedle Investment Services Limited cannot be held responsible and hereby disclaims all liability whatsoever for any loss or damage howsoever arising or caused as a result of your downloading the valuation or as a result of any subsequent use of it by you or any other third party.

11. INDEMNITY

By using the Adviser Valuation Service you are agreeing that you have read and understood these terms and conditions. You further hereby agree to indemnify and to keep TISL fully and effectively indemnified against any action, liability, cost, claim, loss, damage, proceeding or expense (including but not limited to any legal fees, costs and expenses whatsoever and howsoever arising on a full indemnity basis) suffered or incurred and all by TISL howsoever arising from or which is directly or indirectly related to any breach or non-observance of any of these terms and conditions by you.

12. HYPERTEXT LINKS

We may provide hypertext links to sites on the internet which are operated by other providers. Using an external hypertext link means that you may be leaving our site and the regulatory protections of that site. We therefore take no responsibility for and gives no warranties, guarantees or representations in respect of linked sites.

13. TERMINATION AND NOTICE PROVISIONS

- 13.1 We reserve the right to terminate your agreement with us by giving you notice in writing or by electronic means.
- 13.2 You may terminate your right to use the Service by giving notice to TISL, which will be effective on receipt.
- 13.3 We may terminate your right to use the Adviser Valuation Service by giving notice in writing or by electronic means which will be effective immediately upon being sent.
- 13.4 These Terms and Conditions may be amended by us from time to time by notice in writing (including electronic means).

14. ENTIRE AGREEMENT

These Terms and Conditions relating to the Adviser Valuation Service contain the entire agreement of you and us concerning the subject matter and supersede all and any prior agreements, negotiations, representations and proposals, whether written or oral and whether supplied by us to you via the Adviser Valuation Service or otherwise.

15. SEVERABILITY

Each clause and provision in these Terms and Conditions is severable from the rest of the Terms and Conditions and if one part is found to be invalid, illegal or void for any reason, it shall not affect the validity or legality of any other part and the remaining parts shall continue to have full force and effect.

16. LEGALLY BINDING CONTRACT

We hereby agree that these Terms and Conditions constitute a legally binding contract between us.

17. FORCE MAJEURE

Neither party shall be liable for the failure to comply with any provision of these Terms and Conditions if such failure as a result of causes beyond the reasonable control of either party and not as a result of the fault or negligence of such party. Such causes may include, but are not limited to, Acts of God, riots, war, strikes, power failures, acts of civil or military authority or failure of communications facilities.

18. RIGHTS OF THIRD PARTIES

The provisions of the Contracts (Rights of Third Parties) Act 1999 shall not apply to these Terms and Conditions and none of these terms and conditions shall be enforceable by any person who is not a party to them.

19. GOVERNING LAW

These Terms and Conditions shall be governed by and construed in accordance with the laws of England and Wales and the Courts of England and Wales shall have exclusive jurisdiction to settle any claim or matter arising under or in relation to these Terms and Conditions.

20. CONFIDENTIALITY

20.1 Each Party will keep confidential:

20.1.1 the terms of this Agreement; and

20.1.2 any and all confidential Information that it may acquire in relation to the other Party.

Neither Party will use such confidential Information obtained from the other Party for any purpose other than those contemplated by this Agreement. Each Party will ensure that its agents, delegates and advisors comply with the provisions of this clause 20.1.

20.2 The obligations on a Party under clause 20.1 will not apply to any Information which:

20.2.1 is publicly available or becomes publicly available through an act or omission of that Party;

20.2.2 is already properly and lawfully in the other Party's possession other than as a result of a breach of this clause 20;

20.2.3 is required to be disclosed to that Party's professional advisers under conditions of strict confidentiality; or

20.2.4 is necessarily disclosed as a result of a requirement at law or a regulatory obligation (although where a Party wishes to rely on this paragraph, it shall use reasonable endeavours to give prior written notice of this to the other Party and comply with any reasonable request of the other Party as to the content or form of such disclosure, in each case to the extent lawfully possible).

To find out more visit
COLUMBIATHREADNEEDLE.CO.UK
or call 0800 953 0134*

*Please note calls may be recorded.

