



BRI Wealth
Management PLC

Investment Management
Investor Portal Terms of Business

Please read these Terms carefully before viewing this Site. They set out the Terms and Conditions on which we make this Site and its content available to you. By viewing or using this Site you agree that you have read and agree to be bound by these Terms (as amended and posted on this Site from time to time) and our Privacy Policy, which forms a part of these Terms. You may use this Site only if you agree to be bound by these Terms and you consent to the uses of your personal data being made as set out in our Privacy Policy.

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1. Investor Portal Terms and Conditions

- 1.1** These Terms set out the basis on which you may use the Site, made available to you by BRI Wealth Management. No one else apart from us and you has any rights under, or may enforce, these Terms.
- 1.2** These Terms are supplemental to the Terms set out in the Investment Management Agreement signed by you at the start of our relationship and as such form part of those Terms.
- 1.3** Our Privacy Policy can be found on our website www.brigroup.co.uk/privacy-policy.

2. Establishing your use of the site

- 2.1** In order to register for the service you will need to be a client of BRI Wealth Management's Investment Management Service, or a nominated third party with clients who are also a client of BRI Wealth Management's Investment Management Service and have a valid email address.
- 2.2** You will need to supply us with your email address so that we can provide you with:
 - a)** Your registration and password reminder;
 - b)** Communications concerning the ongoing operation of the service; and
 - c)** Notification of your Valuation Reports becoming available.
- 2.3** We will write to you with details of your username and password. You must keep your Security Information strictly confidential and you must take care not to disclose them to any third party.
- 2.4** When you log on for the first time using your username and password, you will be required to change your password (this must be between 6 and 16 characters and include at least 1 upper case, 1 lower case and 1 numeric character; special characters are allowed) and create a memorable word (this word must be between 8 and 16 characters and must contain only letters or numbers). Subsequently, each time you log on you will be asked to provide three characters from your memorable phrase as an additional layer of security.

Joint accounts, Trusts and Nominated third parties

- 2.5** If your Portfolio is held in joint names or is held under Trust, each Account Holder may use this Site. We recommend each Account Holder requests individual access to this Site and that you set up your own Security Information.
- 2.6** If you wish for your investment Portfolio to be made available to an appointed Nominated third party, we will require permission from you and any other Account Holders before making this available.

3. Using the Investor Portal

Scope of services

- 3.1** The Site is designed to assist you with the administration of your Portfolio over the internet. By way of example, you may use the Site to:
 - a)** View and download transaction information;
 - b)** Access summary information about your portfolio;
 - c)** View your portfolio's cash statement;
 - d)** View performance data about your portfolio;
 - e)** Access your Valuation Reports.
- 3.2** The list of services contained in Term 3.1 above is not exhaustive or conclusive. Full details of the functionality of the Site will appear on the Site and from time to time the scope of the services may change.
- 3.3** You will not be able to conduct transactions on this Site or view Portfolios other than those you have been authorised to view by us and/or the Account Holder(s).
- 3.4** We do not currently make a charge for accessing the Site or viewing the content, but reserve the right to do so in the future with 30 days' prior written notice to you.

Valuation Reports

- 3.5** We will provide you with Valuation Reports at regular intervals in accordance with the Terms of the Investment Management Agreement you have signed.

- 3.6** We will inform you via email when we have uploaded a Valuation Report to the Site. These will be uploaded as a PDF file. You will only be able to view this Valuation Report by accessing the Site using your Security Information.
- 3.7** We reserve the right to upload the Valuation Report at any point during the reporting period, as defined by FCA rules.
- 3.8** Valuation prices are at the mid market price prevailing at the close of business on the relevant valuation date, converted if necessary to sterling at the rate(s) supplied by external data providers. We take no responsibility for prices in unmarketable securities.
- 3.9** You agree that as long as we make the Valuation Reports available to you through the Site, and as long as you are reasonably able to gain access to the Site, we are not obliged to supply these to you in hard copy form unless explicitly instructed.
- 3.10** In the event that we withdraw use of this Site (as outlined in Term 9.3) for a sustained period of time, we will supply you with your Valuation Report(s) in hard copy format as per the reporting period, in accordance with FCA rules.

Display of information

- 3.11** The data displayed on this Site will automatically default to show the position at the end of the previous business day or, in relation to transactions, the position one day after settlement. Additionally, prices will reflect the price at the end of the previous day or, where applicable, the most recent published net asset value (NAV) or price.
- 3.12** Whilst we will take reasonable care to ensure the completeness, accuracy and integrity of the information displayed on the Site, the information is only a reproduction of the information held on our systems at the relevant time or, where information is received from a third party, an accurate reproduction of the information received by us from that third party, at the relevant time.
- 3.13** If you view your cash transaction history, then any balance figure displayed at the time of viewing will not necessarily be the full value within your Portfolio. The balance shown may not take account of any debits, credits or other transactions in respect of your Portfolio that have not yet cleared through the relevant banking or custody transmission systems.

Copyright

- 3.14** All copyright and other intellectual property rights in the information, design, text and graphics of the Site, and the selection or arrangement thereof, is owned by us or our licensors.

All rights are reserved. You may store electronically (e.g. on a hard drive) and print in hard copy portions of the Site solely for your non-business-related purpose of using the Site to seek information of the kind shown by the Site. Any other use of any materials or content on the Site (including reproduction for purposes other than that noted above, amendment, updating, distribution or republication) without our prior written consent is prohibited. All product and BRI Wealth Management names and logos mentioned on the Site are the trade marks, service marks or trade names of their respective owners, including us.

4. Data Protection

- 4.1** We agree not to use your email address for any purpose other than outlined in Term 2.2, unless you have previously provided your email address for the purposes of us communicating with you in relation to the management of your Portfolio.
- 4.2** We will not use or pass your personal data to any other third party without your express permission, except for the purposes of account servicing and to meet our regulatory and compliance requirements.
- 4.3** We will endeavour to protect your information in accordance with the requirements of the General Data Protection Regulation Act.
- 4.4** Any personal data provided by you in response to this Site will be held and processed by us in accordance with our Privacy Policy. For more information, please see our Privacy Policy on the BRI website, www.brigroup.co.uk/privacy-policy.

5. Technology Requirements

- 5.1** You can use this Site provided that you have equipment which is compatible with our systems.
- 5.2** We may make available installation or other software for operation of the Site and we give you permission to use the software and other items for the purposes of your installation and use of the Site. The software will have been thoroughly tested and checked for viruses and certified for production.

5.3 You agree that you have no rights in the software or other items supplied to you in connection with the Site and you agree to use the same only in accordance with our instructions.

5.4 We use a very high level of encryption and we shall not be liable to you for any loss or damage suffered by you as a result of you not being able to use the Site. We recommend that you only utilise the Site using a Computer which has the most up to date anti virus, firewall and security patch software.

5.5 You are responsible for ensuring that:

- a)** The Computer you use to access the Site is kept fully operational;
- b)** Any software installed on your Computer is kept virus free; and
- c)** All your important data is backed up at regular and frequent intervals.

6.4 We will not contact you requesting your Security Information. If you receive any request to reveal any part of your Security Information please do not respond, and make us aware of the request as soon as reasonably possible.

6.5 The following precautions should also be taken to prevent unauthorised use or fraud. You must:

- a)** keep your Computer secure (please refer to Term 5.5).
- b)** always treat emails you receive from senders claiming to be from your bank or us with caution and be wary of emails or calls asking you for any personal security details;
- c)** always access this Site by typing BRI's website address into your web browser www.brigroup.co.uk/client-portal.

6.6 We will not contact you through the Site except in regard to the communications in Term 2.2. Any other communication from us will be through email, telephone call or letter.

6. Security

6.1 We will take appropriate and up-to-date measures to protect your personal information. However, no data transmission over the internet can be guaranteed to be totally secure. As a result, whilst we strive to protect your personal information, we cannot ensure or warrant the security of any information which you send to us, and you do so at your own risk.

6.2 When you have accepted these Terms & Conditions, you will be able to access the Site using your Security Information.

6.3 You will be able to change your Security Information when logged into the Site under 'settings'. You must take all reasonable precautions to prevent your Security Information being fraudulently used, including:

- a)** Keeping them secret;
- b)** Not disclosing them to any other person or writing them down in a way that they might become known to another person;
- c)** Never accessing the Site in such a way that third parties would be able to see, access or obtain your Security Information;
- d)** Keeping your password and security code secret. Never record your password on any software or utilise any "save password" facility on your internet browser whereby your password is automatically saved for future use.

7. Cookies

7.1 What are cookies? Cookies are small pieces of information that a website sends to your computer for record keeping purposes, this information is stored in a file on your computer. Cookies make web-surfing easier for you by saving your preferences so that, for example, we can use the saved information to facilitate your use of our Site when you return to it. The use of cookies is an industry standard and, as such you will find that most major websites use them.

7.2 What do we use cookies for? We use cookies to store any layout changes that you make so that when you next log in, you will be able to see the same information.

7.3 Most cookies expire after a defined period of time, or you can delete your cookie file at any time. However, if you do this, some parts of our Site will not function properly. For example, any previously selected personal preferences will not be retained. If you re-set your browser to refuse all cookies this Site may not operate fully. To find out more about cookies visit www.allaboutcookies.org.

8. Availability of Service

- 8.1** We shall try to ensure a continuous service, but there may be times when the Site is unavailable due to intransient web conditions, for maintenance and development work, if we suspect security breaches or fraud, due to strike, industrial action, failure of power supplies, failure of equipment, (hardware and software) or events generally, beyond our reasonable control.
- 8.2** We will use reasonable efforts to inform you without undue delay if any service is unavailable.
- 8.3** We may withdraw or suspend any service comprised in the Site without notice where we consider it necessary or advisable to do so. For example and without limitation, we may elect to suspend or withdraw services where:
- we suspect a breach or potential breach of security;
 - you fail to take reasonable care to ensure the security of your use of the Site;
 - we need to suspend the Site for maintenance

9. Limitation of Liability

- 9.1** We do not accept responsibility, nor will we be liable, for any failure of operation of the Site which arises as a result of:
- errors in data transmission; or
 - machine or software malfunction; or
 - from your operating error (other than any such failure occurring as a result of our fraud, negligence or wilful default).
- 9.2** You acknowledge that access to this Site may be disrupted and that this does not amount to a breach of these Terms.
- 9.3** We do not guarantee that this Site can be accessed at all times, and we may withdraw use of this Site from time to time, either for reasons outlined in Term 8.1 and 8.3 or for administration purposes, subject to Term 3.10.

10. Regulatory

- 10.1** BRI Wealth Management is authorised and regulated by the Financial Conduct Authority.

Nothing in these Terms shall restrict our duties to you under the Financial Services and Markets Act 2000. We are registered in England No. 737301. Registered office: BRI House, Elm Court, Meriden Business Park, Coventry, CV5 9RL.

- 10.2** More information on the FCA and the FCA Registration of BRI Wealth Management can be found on the FCA Website, <http://www.fca.org.uk/register>.

11. Complaints

- 11.1** In the event that you are dissatisfied with any aspect of your account or services provided by us, you should contact the Compliance Director who will try to resolve your complaint. A complaint can be made in writing, by telephone, by fax, by email or in person. A copy of our internal complaints handling procedures is available upon request. If we are unable to resolve your complaint or if you are dissatisfied with our final response you have the right to complain directly to the Financial Ombudsman Service, Exchange Tower, Harbour Exchange, London, E14 9SR, or via 0800 023 4567 or www.financial-ombudsman.org.uk. There is a statutory time limit for you to refer your complaint to the Financial Ombudsman Service which is usually within six months.

12. Legal

- 12.1** While we take every care to ensure that the standard of the Site and its content remains high and to maintain the continuity of the Site, you should be aware that the internet is not an absolutely stable medium and you agree that the Site and its content is provided to you "as is" and that errors, omissions, interruptions of service and delays may occur at any time.

We do not accept any ongoing obligation or responsibility to operate the Site (or any part of it) or to provide the services offered on the Site.

- 12.2** We make no representations or warranties about the accuracy, completeness, freedom from viruses, availability, reliability or suitability for any purpose of the information and related content and graphics published on the Site (including all texts, advertisements, links or other items) which may contain technical inaccuracies and typographical errors.

12.3 You agree that you shall not attempt to interfere with the proper working of the Site and, in particular, you shall not attempt to circumvent security, tamper with, hack into, or otherwise disrupt any computer system, server, website, router or any other internet connected device relating to the Site.

12.4 Unless otherwise specified all content and materials published on the Site are presented solely for your private, personal and non-commercial use. You assume total responsibility and risk for your use of the Site and use of all information contained within it.

12.5 The information given on the Site is for information only and does not constitute investment, legal, accounting or tax advice, or a representation that any investment or service is suitable or appropriate to your individual circumstances. Please seek professional advice before making any investment decision.

12.6 Nothing on the Site should be construed as a solicitation or offer, or recommendation, to buy or sell securities or any other investment product, or to provide any investment advice or service.

13. Termination of the site

13.1 We reserve the right to terminate this Site at any time, provided that we then make your Valuation Reports available to you in another format, subject to the obligations of our mandated agreement with you.

13.2 We may, at our sole discretion, suspend or terminate your access to or use of the Site for any reason including without limitation if we reasonably believe that you have breached or acted inconsistently with these Terms (including the Privacy Policy).

You agree that any suspension or termination of your access to the Site under these Terms may be effected without prior notice, and agree that we shall not be liable to you or any third party for any suspension or termination of your access to the Site. We may also, in our sole discretion, and at any time, discontinue our provision of all or any part of the Site, with or without notice.

13.3 Suspension or termination of your use of this Site will not terminate or suspend our Investment Management Agreement with you.

14. Cancellation

14.1 In the event of you cancelling your Investment Management Agreement with us we reserve the right to withdraw use of the Site at any time after we have been made aware of your intention to cancel.

15. General

15.1 We reserve the right to assign, transfer, novate or subcontract any or all of our rights and obligations under these Terms to the extent that it is necessary for us to provide the service. Your consent will be required where any such assignment may adversely affect the service provided to you. If we fail to enforce a right under these Terms, that failure will not prevent us from enforcing other rights or the same type of right on a later occasion. These Terms (which include our Privacy Policy) set out the entire agreement between the parties. This clause shall not apply to any statement, representation, or warranty made fraudulently, or to any provision of these Terms which was induced by fraud.

15.2 You agree that we may at any time appoint agents, subcontract, or outsource some or all of the services and functionality comprised in this Site.

15.3 You are liable for any telephone or other communication charges and any charges made by your internet service provider or any third party incurred as a result of you using the Site.

15.4 If we fail to exercise a right and/or remedy under these Terms, such failure will not prevent us from exercising other rights or remedies or the same type of right or remedy on a later occasion.

15.5 If any provision of these Terms is held to be unlawful, invalid, or unenforceable, that provision shall be deemed severed and the validity and enforceability of the remaining provisions of these Terms shall not be affected.

15.6 From time to time, we may amend, vary, modify or update these Terms. We will notify you of any change no later than ten business days before such change takes effect.

15.7 These Terms & Conditions shall be governed by and construed in accordance with English law and the parties agree to submit to the non-exclusive jurisdiction of the English courts.

16. Definitions

16.1 In these Terms, unless the context otherwise requires, the following words have the following meanings:

“Account Holder”

Refers to you and any other beneficial owners of the investments and cash in your Portfolio(s).

“BRI”, “we”, “us”, “our”

Means BRI Wealth Management plc as the provider of the BRI Wealth Management Investor Portal.

“FCA”

Refers to the Financial Conduct Authority. The FCA's address is: 12 Endeavour Square, London E20 1JN.

“Investment Management Agreement”

Refers to the agreement signed by you setting out the terms of the Investment Management Service provided to you by us.

“Investment Management Service”

Refers to the management, on a discretionary or non-discretionary basis, of your Portfolio(s) of cash and investments.

“Nominated third party”

Refers to any third party given access to the Account Holder's Portfolio through the Investor Portal but who is not the direct beneficiary or owner of the Portfolio, for example a financial advisor or tax advisor.

“Portfolio”

Refers to the total amount you have invested with us and all associated subaccounts and for which we produce a Valuation Report. Any investments for which we produce a separate Valuation Report are not included in this definition.

“Security Information”

Refers to your unique username, alpha numeric password issued by us to you (or your nominated third party) and your alpha numeric memorable word chosen by you enabling secure access to this Site. As such, your username, password and security code may be changed by you or us from time to time.

“Site”

Refers to the BRI Wealth Management Investor Portal and all content hosted on this Site.

“Terms”

Refers to these Terms & Conditions and the Privacy Policy which can be found on the BRI Wealth Management website, www.brigroup.co.uk

“User”

Refers to you or any joint Account Holder or Nominated third party (e.g. advisor, accountant, corporate trustee) who has access to the BRI Wealth Management Investor Portal.

“Valuation Report”

Refers to the in-depth valuation of your Portfolio and Portfolio changes, supplied at regular intervals by us as a PDF file or in some other form on this Site.

“You”, “your”

Refers to you, the client, and includes a reference to any joint account holder.



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