

WEBSITE TERMS – KH ONLINE

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These terms set out the basis upon which we, SG Kleinwort Hambros Bank Limited (trading as “Kleinwort Hambros”) provide a Client or an Authorised Party with access to our online banking service, “KH Online”, which allows you to access certain accounts a Client holds with us (including accounts a Client holds jointly with one or more others).

These terms only apply to our KH Online Service. Our Terms of Business apply to the accounts you access and operate using the KH Online Service.

We strongly recommend you read these terms. If you do not understand any aspect, please contact your Private Banker for further information. Capitalised terms have the meanings listed in the “Definitions” section below.

By registering for the KH Online Service, you

- agree to these terms in relation to your use of the KH Online Service, which will bind you; and
- confirm that you have read the disclosures set out in these terms and the relevant privacy policy.

If you do not agree to these terms, please do not proceed further.

Definitions

In these terms, we have used the following abbreviations:

Authorised Party means a person authorised by the Client to access the KH Online Service.

Client means a person to whom we, Kleinwort Hambros, provide banking services.

KH Online Service means our online banking service available at www.kleinworthambros.com and detailed in the ‘Our services’ section of these terms.

Losses or Loss means all losses, liabilities, damages, costs, expenses and taxes.

Security Credentials means any information or processes which we use to authenticate a User’s identity in relation to the KH Online Service and to authenticate their instructions (including payment instructions);

Terms of Business means Kleinwort Hambros’ country-specific Banking and Investment Terms of Business applicable to the Client, as amended from time to time.

TPP has the meaning given to it in the Terms of Business.

User means a Client or an Authorised Party with access to the KH Online Service.

Our Services

Our KH Online Service allow you to view information about your accounts, give us instructions and use other features that we may make available from time to time.

If appropriate authorities are in place, you can also use the KH Online Service to access and operate another person’s accounts with us, and to allow another person to access and operate your accounts. Please contact your Private Banker for more information.

Authority for Others to Act

An Authorised Party who we authorise to have access to the KH Online Service will have unrestricted access to all the relevant Client’s information available via the KH Online Service.

An Authorised Party’s authorisation will remain valid until it is expressly revoked by the Client or the Client’s legal successor in accordance with our current procedures. Such access does not automatically become invalid in the event of the Client’s death, incapacity to act, 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 the

KH Online Service. Where a Client no longer wants an Authorised Party to have access to the KH Online Service, the Client must notify us of this in accordance with our current procedures.

Access to the KH Online Service

Access to our KH Online Service is provided to a person who has identified themselves to us by successfully providing their Security Credentials.

Access to the KH Online Service is granted on an individual basis. This means each User will need to have their own Security Credentials.

In order to protect Users, we may, at any time and without providing any reasons, ask for additional verification of identity. Until such time as we are satisfied as to a User’s identity we may block access to the KH Online Service for that User.

Local Access Restrictions

Our KH Online Service uses encryption techniques which may be illegal in jurisdictions outside the UK, Gibraltar, Guernsey and Jersey. If you wish to access the KH Online Service when you are outside these countries, you must ensure that this is permitted by local law. We will not be liable to you for any Losses suffered as a result of breaking local law or not being able to use the KH Online Service outside the UK, Gibraltar, Guernsey and Jersey.

Our KH Online Service is not available to US residents.

Blocking Access to the KH Online Service

A request from a Client/User to block access to the KH Online Service must be made to your Private Banker.

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

- to protect you;
- until such time as you have provided us with satisfactory evidence as to your identity;
- for required operational reasons, such as, but not limited to, maintenance work; or
- if the KH Online Service has not been used by you for a long period.

Security

You must take reasonable care to keep your, or (where you are an Authorised Party) a Client’s, accounts safe when using the KH Online Service. This includes taking the following security measures in relation to the Security Credentials you use in connection with the KH Online Service:

- not allowing anyone else (including any other joint account holders) to know or use your Security Credentials;
- memorising your Security Credentials and not recording any part of them in a way which can be recognised as Security Credentials;
- when setting or changing your Security Credentials, not choosing information which is easy to guess (e.g. your own or a family member’s birth date, or any part of your telephone number);
- locking your device when not using it, not allowing anyone else to use it, and logging out of or closing the KH Online Service when you have finished using it;
- protecting your device with current anti-virus and firewall software;
- accessing the KH Online Service only over a secure network, and not over public wi-fi; and
- complying with any other requirements we tell you about from time to time.

If we contact you by telephone, we will always check your identity before discussing your accounts with you. If we contact you by any means of electronic communication (e.g. email, SMS) or by post, we will never ask you to provide your account details, Security Credentials or any other identification verification information.

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You must tell us immediately if:

- you suspect or discover that someone else knows your Security Credentials or has accessed your account;
- you change the device you use to access the KH Online Service, or if this device is lost or stolen; or
- you suspect or discover that your account security has been compromised in any other way.

You can do this by contacting the Helpdesk, whose contact details are available in the user guide on the KH Online login page, which is accessible from our website www.kleinworthambros.com.

You are responsible for the maintenance of your device used to access the KH Online Service, and for ensuring that it is compatible with the KH Online Service.

We will take reasonable steps to ensure that the KH Online Service is free from viruses. Any device you use to access the KH Online Service must have adequate, up-to-date anti-virus software installed. We will not be liable to you for any Losses arising from the infection of your device by a virus whilst using the KH Online Service, unless caused directly by our fraud, negligence or wilful default.

Payments and Trading

Where the ability to make payments and/or to trade is available on our KH Online Service, your use of such functions is subject to our Terms of Business (where you are a Client or an Authorised Party) or such other agreement we have in place with you (where you are not a Client or an Authorised Party).

You must not use email or any free-form message section of any electronic form to change payment instructions given via the KH Online Service.

The cut-off times for payment instructions given via the KH Online Service may be different from our standard cut-off times referred to in the Terms of Business.

Joint Accounts

If you hold an account jointly with one or more other account holders, this will be operated in accordance with the account mandate. Where required by the account mandate, all account holders must tell us who may use the KH Online Service in connection with that account. If you do not have the necessary authority to use the KH Online Service in line with the mandate to an account, you will not be able to access or operate that account via the KH Online Service, and the KH Online Service will not show any part of that account balance as belonging to you.

If authority has been granted (in line with the mandate) that a person may use the KH Online Service in relation to that account, that person can:

- access and operate that account via the KH Online Service, even if any of the other joint account holders is not registered for the KH Online Service;
- give instructions through the KH Online Service in respect of that account in line with the account mandate (for example, that no joint account holder acting on their own may issue an instruction); and
- may carry out payments, with the necessary permissions, in line with the account mandate. We will not be liable for any Losses arising from any delay, refusal or failure to carry out a payment instruction which has not been properly authorised.

Information Available via the KH Online Service

Information available via the KH Online Service about your accounts may not reflect all transactions instructed, including transactions in progress, and will not reflect any costs and charges which would be due on the withdrawal of a deposit (for example, a break fee on the early termination of a fixed term deposit) or sale of an investment. Your account balance may not reflect any overdraft that you have.

The value of assets in investment accounts is indicative only and may not reflect the latest price of the relevant assets (for example if markets are closed, or there is a time delay), or the price at which an asset could

be sold (for example if the mid-price between the “buy” and “sell” prices is used).

If an account or asset is denominated in a different currency to the valuation currency agreed with us, the account balance or asset value will be shown in the valuation currency. The KH Online Service uses an indicative exchange rate for this conversion, which may not reflect the actual exchange rate which could be achieved, and does not reflect any foreign exchange costs or charges which would be deducted.

If you are an Authorised Party, the balance of the account may be shown by the KH Online Service as belonging to you, even though you may not in fact be entitled to all or any part of that balance.

If you hold an account jointly with one or more others, you may have an agreement with the other joint account holder(s) about how the proceeds of the account will be shared between you. If you are able to access the account via the KH Online Service, the KH Online Service will show the whole of that account balance as belonging to you, and will not reflect any individual entitlements you may have agreed.

Availability and Changes

Our Helpdesk's contact details are in the user guide available on the KH Online login page, which is accessible from our website www.kleinworthambros.com.

We may suspend the KH Online Service from time to time, for example to carry out maintenance. We will let you know in advance if we reasonably can, and will always try to restore the service as quickly as possible.

We may make changes to the KH Online Service from time to time, including to the way you access the service and its functionality. We will tell you about any material changes by contacting you as explained in the Terms of Business.

Our responsibility for loss or damage suffered by you

The User bears the risks of:

- unauthorised access to their device by other persons;
- misuse of his/her Security Credentials;
- their own or (if they are a Client) their Authorised Party's acts or failures to act;
- unauthorised access by other persons to data transmitted via the internet, and other technical or operational issues affecting the internet; and
- any other security or operational risk described above unless caused by our negligence, fraud or wilful default.

The Client bears the risk of unauthorised access to the KH Online Service until the time a Client's request to block access takes effect.

We are responsible to you for foreseeable loss and damage caused by us.

If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking these terms or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time you accepted these terms, both we and you knew it might happen.

We do not exclude or limit in any way our liability to you where it would be unlawful to do so.

This includes liability under the Financial Services and Markets Act 2000 (where applicable), for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors, or for fraud or fraudulent misrepresentation. Subject to the foregoing, information available via the KH Online Service is for information purposes only, is current at the date of issue (or as so marked) only, may contain information from third parties which we and the third party cannot be liable to you for, and is supplied without any warranties, guarantees or representations as to accuracy or completeness.

When we are liable for damage to your property. If defective digital content that we have supplied damages a device or digital content belonging to you, we will either repair the damage or pay you compensation. However, we will not be liable for damage that you could

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have avoided by following our advice to apply an update offered to you free of charge or for damage that was caused by you failing to correctly follow installation instructions or to have in place the minimum system requirements advised by us.

We are not liable for business losses. The KH Online Service is for domestic and private use. If you use the KH Online Service for any commercial, business or resale purpose we will have no liability to you for any loss of profit, loss of business, business interruption or loss of business opportunity.

Limitations to the KH Online Service. The KH Online Service is provided for general information purposes only. You must obtain specific advice from your Private Banker before taking, or refraining from, any action on the basis of information obtained from the KH Online Service. Although we make reasonable efforts to update the information provided by the KH Online Service, we make no representations, warranties or guarantees, whether express or implied, that such information is accurate, complete or up to date.

We are not responsible for events outside our control. If our provision of the KH Online Service is delayed by an event outside our control then we will let you know as soon as possible on the KH Online login page and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event but if there is a risk of substantial delay you may contact us to end your use of the KH Online Service.

Availability of the KH Online Service. We will use reasonable efforts to minimise any time for which the KH Online Service is unavailable, but we assume no liability for any unavailability.

Access to the internet. We will have no liability to you for any fees you may incur for connecting to the internet to use or access the KH Online Service.

Termination

Our KH Online Service is an additional facility which we may make available from time to time. We may terminate or suspend the provision of our KH Online Service to any User on notice at any time. This will not affect the Terms of Business. We are not liable to you for any failure to provide our KH Online Service. A User may terminate their access to the KH Online Service at any time by written notice to us. A Client may terminate the access granted to an Authorised Party on written notice to us.

Access to our KH Online Service will terminate automatically for all Users in the event of termination of the Terms of Business between us and a Client.

On termination of access to the KH Online Service, each User must cease to use any Security Credentials we have provided.

Third-Party Service Providers (TPPs)

You can use a TPP to obtain information about, or initiate payments from your accounts which you access via the KH Online Service, provided the TPP is open and transparent about its identity and complies with relevant legal and regulatory requirements. We will treat any instruction received from a TPP as if it was made directly by you, and the Terms of Business will apply. If we receive a payment request from a TPP and the amount necessary to execute that transaction is available in any of your accounts which you access via the KH Online Service, we will make payment of such amount.

We may refuse to allow a TPP to access your accounts or initiate payments on your behalf if we have reasonable concerns about unauthorised or fraudulent actions by that TPP. We will inform you of our intention to do this in advance and give our reasons for doing so; or, if we are unable to inform you in advance, we will inform you immediately after we have taken such measures. In each case, we will not provide you with information if this would compromise our reasonable security measures or would be unlawful. If we deny access to a TPP, we must also tell our regulator that we have done so.

You can withdraw any permission given to a TPP if you no longer want them to have access to information about your accounts. If you wish to withdraw this permission, you should contact the relevant TPP directly.

Data Protection and Cookies

Our cookies policy for the KH Online Service is available at <https://www.kleinworthambros.com/en/tools/cookies-policy/>.

If you are a Client, clause 11 of the Terms of Business and our privacy notice at https://www.kleinworthambros.com/fileadmin/user_upload/kleinworthambros/Important_information/KH292_Privacy_Notice_Banking_and_Investment_Services_30.09.2022.pdf explain how we use your personal information.

If you are an Authorised Party, our privacy notice for third parties at https://www.kleinworthambros.com/fileadmin/user_upload/kleinworthambros/pdf/KH318_Privacy_Notice_-_Third_Parties_30.09.2022.pdf explains how we use your personal information.

Additional Terms

Please note that there are specific terms and conditions regarding our banking and investments services, fiduciary services, use of our website and electronic communications. These terms are available at www.kleinworthambros.com/en/important-information/.

No Rights for Third Parties

These terms do not give rise to any right for any party other than you or us to enforce any of these terms.

If a Court Finds Part of this Contract Illegal, the Rest Will Continue in Force

Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

Even if We Delay in Enforcing this Contract, We Can Still Enforce it Later

Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.

Which Laws Apply to this Contract and Where You May Bring Legal Proceedings

Where you are a Client, these terms are subject to the same governing law and jurisdiction as is stated in the country-specific Banking and Investment Terms of Business applicable to you.

Where you are not a Client, these terms, their subject matter and their formation (and any non-contractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales. English is the official language for all communications between us, although we may also communicate with you in other languages. Unless expressly indicated otherwise, all electronic messages are subject to contract and cannot be used for service of legal proceedings.

SG Kleinwort Hambros Bank Limited

One Bank Street, Canary Wharf
London E14 4SG
T +44 20 7597 3000
F +44 20 7597 3456

www.kleinworthambros.com

