

SCHEDULE B: ELECTRONIC SERVICES

Subject to this Schedule, we may provide information to you through dedicated electronic systems, meaning that we will communicate information to you in electronic form.

1. Definitions and Interpretation

1.1. In this Schedule:

E-Facility means any communications facility or system that is used to facilitate processing, transferring, reconciling and otherwise interchanging Electronic Data, which may be either a proprietary electronic service offered to you by us or a third party system operated by a Third Party Provider, and any software, hardware, application, capability or equipment provided by us or any Third Party Provider to connect you electronically to that system or facility and any related programmes, documentation or services we and/or any Third Party Provider(s) may from time to time make available to you in connection therewith.

Electronic Data means any and all data or information, including reports, statements, notices, confirmations, withdrawal, payment, historic activity, positions in your account(s) or any other material or content displayed, published, transmitted, supplied, distributed or otherwise made available by means of E-Facility from time to time.

End-User means you and where relevant, any and all your officers, directors and employees and any person authorised to act on your behalf, and the officers, directors and employees of such person.

Third Party Provider means third party licensors, vendors, service providers, subcontractors and sources of any content, data, material, information, connectivity, capability or service.

User Code means unique identifiers and/or security devices or prescribed security procedures or any combination thereof, including without limitation, any digital certificate(s), secret keys, authentication codes, logins, and other secure access code (SMS, PUSH etc.), user name(s) password(s), credentials and/or access details that may be required to access or use E-Facility and/or Electronic Data.

2. General

2.1. Subject to the conditions and limitations set out in this Schedule and whatever additional obligations, conditions and limitations contained in your agreement(s), if any, with the Third Party Provider(s), we grant you at your request a limited, non-exclusive, revocable, non-transferable right to use E-Facility and certain Electronic Data.

2.2. You agree that all patents, copyright, trademarks, trade secrets, database rights and all other intellectual property rights of any kind in E-Facility, Electronic Data or in anything copied or downloaded from the use thereof, shall remain at all times the sole property of ours or Third Party Provider(s), even where information or items have been created or developed by us or them specifically for you or at your request.

2.3. You agree that E-Facility or Electronic Data may be used solely by you or your End-Users on your behalf. You may use E-Facility or Electronic Data only for your personal use, or internal business use, as may be applicable.

2.4. You agree not to (and shall not permit any End-User or third party to) transfer, sub-licence, rent, assign, lease, convey, copy, translate, convert to other programming, modify, change, reverse engineer, decompile or disassemble E-Facility or any parts thereof, and not to use any other means to discover, or attempt to discover, source code contained in E-Facility. You agree not to disclose or distribute to any other party, or allow any other party to inspect, copy, use or otherwise commercially exploit E-Facility or any Electronic Data or tools contained in, related to, transmitted to or from, or derived from E-Facility for any purpose other than compliance with Applicable Regulations.

2.5. Upon termination of this Schedule, all licences granted in respect hereto shall immediately and automatically terminate without further notice.

2.6. You agree to permit (subject to reasonable confidentiality restrictions and upon reasonable notice) us and any relevant Third Party Provider or appropriate regulator to inspect any equipment, connections and the distribution networks used by you in connection with E-Facility.

You acknowledge and agree that damages may not be an adequate remedy for breach of the obligations set out in this Schedule and that nothing herein is intended to limit our right to seek alternative remedies, including an injunction or other equitable remedy.

3. Use

3.1. E-Facility shall be used for exchange and transmission of, and access to Electronic Data.

3.2. You agree that you may not (and shall not permit any End-User or third party to):

- (a) upload files that contain software or other material protected by intellectual property rights (or by rights of privacy or publicity) or files that contain a virus or corrupted data;
- (b) delete, remove or modify any author attributions, disclaimer, copyright, trademark or other legal notices or proprietary designations or labels;
- (c) use E-Facility in a manner that adversely affects the availability of its resources to other members; or
- (d) download a file that cannot be legally distributed via E-Facility.

3.3. You represent to us that you and your End-Users have obtained all applicable memberships, licences, permits and authorisations required for your use of E-Facility and that you and your End-Users using E-Facility are fully trained in the use of E-Facility, are aware of the difficulties, limitations and risks relating to such use, and are familiar with and will abide by all relevant Applicable Regulations.

3.4. Notwithstanding any tools, controls, arrangements or precautions we may input, employ or agree to provide to you, you hereby assume full responsibility for, and shall ensure compliance with any and all anti-money laundering, supervision, control, registration, rules and regulations and other requirements and restrictions of our, any Third Party Provider or Applicable Regulations that may apply to the use of E-Facility by you or any person who accesses under a User Code and any communication to or from you or under a User Code.

3.5. You acknowledge that from time to time, and for any reason, E-Facility may not be operational or otherwise unavailable for example, due to servicing, hardware malfunction, software defect, service or transmission, disruption or other cause. You represent and warrant to us that you have alternative arrangements which will remain in place in the event, for any reason, circumstances prevent the use of E-Facility. In the event E-Facility is not operational, you agree that we may contact you by alternative means.

3.6. You consent to the delivery of Electronic Data, which comprise messages forming a visible representation of words, or are capable of being seen as words after a coding convention has been applied to interpret them, once represented on-screen, including any confirmations, statements, any other required or optional communication or agreement under any Applicable Regulation and any agreements or changes in their respective terms and conditions, by E-Facility. Any such Electronic Data that are delivered to you by E-Facility are deemed to be in writing. If your signature, agreement, consent or acknowledgment is required or requested with respect to any such Electronic Data and such signature, agreement, consent or acknowledgment is communicated under a User Code, you will be deemed to have signed or acknowledged, the Electronic Data to the same extent and with the same effect as if you had signed the same document manually. You have the right to withdraw your consent to the electronic delivery and signature at any time by providing prior written notice to us. However, if you revoke your consent, your access to or use of E-Facility may be restricted or terminated.

3.7. You shall, and shall ensure that your End-Users shall, at all times fully comply with all of the agreements, requirements and restrictions of ours and Third Party Provider(s) relating to Electronic Data and the use, access, storage and redistribution thereof, and all Applicable Regulations. In order to ensure compliance with contractual restrictions and obligations, you shall promptly respond to any and all requests for information from us or the Third Party Provider(s) and shall cooperate with other measures we may take in good faith to fulfil our obligations to the Third Party Provider(s). If you become aware of any unauthorised use, access to, storage or redistribution of any Electronic Data, you shall immediately notify us in writing.

3.8. You consent to the recording, retention and use by us of all Electronic Data that you input or otherwise communicate during your access to and/or use of E-Facility and the transmittal of the same to third parties for processing, database maintenance, record keeping or any other use subject to data protection and other Applicable Regulations. You agree that our electronic data records shall, save in the case of manifest error, be conclusive evidence of its contents and are binding on you.

You acknowledge that we control both the entitlements and the display of E-Facility and any Electronic Data and agree that we may, in our sole discretion and with or without notice, restrict, suspend, limit, cancel or terminate your right to use E-Facility or access or use Electronic Data if required to do so by a Third Party Provider, appropriate regulator or other competent authority, court or tribunal or otherwise to comply with the requirements of relevant Applicable Regulations.

4. Security Procedures

4.1. You shall be fully responsible for use and protection of your User Code and will be liable to us under any and all operations occurring in an account opened, held or accessed with your User Code. You undertake to keep your User Code(s) secure and not to share the User Code with any third party.

4.2. You agree that:

- (a) you shall not, nor shall you permit any other person to, remove, modify, exchange, disable, penetrate or otherwise defeat any prescribed security procedures;
- (b) you will take all necessary actions to preserve the confidentiality of User Codes;
- (c) you shall restrict access to the User Codes and E-Facility to those persons who are duly authorised to have such access on your behalf;
- (d) you are responsible for ensuring that all information contained in any request for a User Code is complete and correct; and
- (e) you are responsible for all acts or omissions that occur under any User Code.

4.3. You shall notify us and, where applicable, the Third Party Provider immediately in writing in the event that you learn that:

- (a) any User Code is lost, stolen, or improperly disclosed to a third party;
- (b) the authority or employment, as applicable, of any End-User provided with a User Code has been or is about to be terminated (in which case you agree to promptly return to us any security device, if any, previously issued to such End-User);
- (c) the confidentiality of any User Code has been compromised in any way; or
- (d) you learn about a possible or actual unauthorised access to and/or use of E-Facility.

The use and storage of any information including, without limitation, your User Code, portfolio information, operational activity, account balances or any other information obtained by you using E-Facility shall be your sole responsibility and risk.

5. Fees

5.1. Unless otherwise agreed in writing, we will not charge you separately for the use of E-Facility. Where any such charges apply, you agree that we and/or the Third Party Provider may modify any applicable charges and fees at any time upon written notice to you.

You shall obtain and be responsible for the expenses, relating to installation and maintenance of all necessary equipment, software, telecommunications and other services for you to use E-Facility and to fulfil your obligations under or pursuant to this Schedule.

6. Limitation of Liability

You acknowledge that we will provide Electronic Data and E-Facility using a number of systems and networks, including the Internet, to carry data. Data transmission on any electronic system or network may be subject to delay, interruption, interference, blackout, failure, malfunction and interception. E-Facility and Electronic Data are provided to you 'as is'. We hereby expressly disclaim any and all warranties, guarantees, conditions, covenants and representations relating to E-Facility or Electronic Data, including, but not limited to, any relating to merchantability, quality, accuracy, fitness for a particular purpose, title, non-infringement, timeliness, availability, latency, capacity, currency, absence of viruses or damaging or disabling code, any warranties or representations that E-Facility or Electronic Data or access to any portion of it will be uninterrupted or error-free or that defects therein will be correctable or corrected, or other attributes, whether express or implied (in law or in fact), oral or written, or from a course of dealing or usage of trade. We have no responsibility to inform you of any difficulties, which other third parties may experience concerning use of E-Facility or Electronic Data or to take any action in connection with those difficulties. Without prejudice to our regulatory responsibilities under Applicable Regulations, we also will have no duty or obligation to verify, correct, complete or update any Electronic Data. E-Facility and Electronic Data are being provided with all faults and the entire risk as to satisfactory quality, performance, accuracy and effort regarding E-Facility is with you and you agree to release and discharge us and the applicable Third Party Provider(s) from any and all Loss (as defined in the Rules) arising out of or otherwise relating to your or your End-Users' access to E-Facility or Electronic Data or any use of E-Facility under a User Code or any malfunction, delay, defect, error, fault, interruption, omission, mistake, inaccuracy or failure of E-Facility or Electronic Data.