



Terms and Conditions

for Quilter's online services

Quilter

These **terms and conditions** outline the legal basis of your agreement with us for accessing and using our **online services**.

For **customers**, they supplement our **account** terms. For **advisers**, they supplement our **intermediary terms of business**. For **discretionary investment managers**, they supplement our **DIM terms of business**.

Please read this agreement carefully. If there is anything that you do not understand, please ask for further information. Our contact details are below.

Any words given a special meaning in these **terms and conditions** are defined in clause 2 and appear in bold type throughout.

We, us or our means, as applicable, Quilter Investment Platform Limited which is a private limited company registered in England and Wales with number 01680071 and/or Quilter Life & Pensions Limited, a private limited company registered in England and Wales with number 04163431 and whose registered office addresses are Senator House, 85 Queen Victoria Street, London EC4V 4AB.

You or your means the **user**.

If the meaning of a word is explained in the singular then it includes the plural of that word and vice versa, and the masculine or the feminine gender includes all genders.

For customers - Need additional help reading documents?

More and more customers are using screen reading software as a quick and easy way to read their documentation if they are blind, partially sighted or dyslexic.

To view this document online, so you can use a screen reader, simply activate your online Customer Centre account where you can access your investment and documents in a similar way to online banking.

Alternatively, we can write to you in a number of alternative formats, such as large print, Braille, audio and OpenDyslexic font.

Find out more about screen readers, accessing your documents online and our alternative format options at

www.quilter.com/document-help

Our contact details:

✉ Quilter,
SUNDERLAND
SR43 4JP

☎ 0808 171 2626

✉ ask@quilter.com

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1. Definitions

Account - An ISA, JISA or Collective Investment Account provided by Quilter Investment Platform Limited or a Collective Retirement Account or a Collective Investment Bond provided by Quilter Life & Pensions Limited. It also includes, if applicable, a CashHub account powered by Bondsmith, distributed by us.

Account documentation - All notices, instructions, reports, correspondence or other document relating to an **account** and made available by us via the **online services** from time to time.

Account terms - The separate terms and conditions which govern our relationship with **customers** in relation to each of their **accounts**.

Account transaction - A notice, instruction or other request sent to us through the **online services** in order to make changes to a **customer's account**.

Adviser - A financial adviser or an employee of an **adviser firm** or an appointed representative of an **adviser firm**.

Adviser firm - The adviser firm who has entered into the **intermediary terms of business**.

App - The Quilter app, our mobile application for **customers** which provides access to the **online services** and is accessible from their mobile device. Links to the app stores are on our public site at quilter.com/app.

Applicable data protection laws - All applicable laws and regulations pertaining to the security, confidentiality, protection or privacy of **personal data**, from time to time in force, including (without limitation and to the extent applicable) the UK Data Protection Act 2018 and the UK GDPR.

Customer - The legal owner of an **account** including any **account** which is held jointly with another person. For the purposes of these **terms and conditions**, this includes (i) a registered contact where the **account** is a Junior Individual Savings Account and (ii) a parent or legal guardian of a minor where the **account** is a Collective Retirement Account.

Cookies policy - The Quilter cookies policy which is available at quilter.com/important-information/cookie-notice/.

DIM terms of business - Our **discretionary investment manager** terms of business which govern our relationship with **discretionary investment managers**.

Discretionary investment manager - A discretionary investment manager who has entered into the **DIM terms of business**.

Intermediary terms of business - Our standard intermediary terms of business which govern our relationship with **advisers**.

Lead Account Holder - An individual who is authorised to provide certain instructions on behalf of all **account** holders where the **account** is held jointly, or if the **customer** is a corporate entity on behalf of that corporate entity, or if the **customer** is a trustee, on behalf of all trustees.

Login details - The unique username and password used by the **user** to access the **online services**, or any passkey the **user** has set up to access the **online services**.

Master user - A designated **user** (who must be an **adviser**) with enhanced access rights to view multiple **customer accounts** and manage access rights for **users** within their own **adviser firm**, subject to our approval.

Online services - The online services accessible via our website at quilter.com and the **app**. For **customers**, this means the online Customer Centre, for **advisers**, this means the Quilter Investment Platform (sometimes referred to as the Adviser Extranet) and for **discretionary investment managers**, this means X-hub.

Personal data - Personal data (as defined in Art 4(1) of the UK GDPR) and that is processed in furtherance of the arrangements contemplated by these **terms and conditions**, including personal data relating to **customers**.

Privacy notice - The Quilter privacy notice which is available on our website at quilter.com/privacy.

Security details - The unique security details required to complete the registration process or the **user's login details** once registered.

Standard terms - the **account terms**, the **intermediary terms of business** or the **DIM terms of business** (as applicable).

Terms and conditions - These terms and conditions which govern access to and use of the **online services**.

User - The **customer**, **adviser**, **discretionary investment manager** or other individual with due authority over an **account** who has successfully registered to use the **online services**.

2. Scope of this agreement

2.1 These **terms and conditions** supplement the **standard terms**. By accepting these **terms and conditions**, you consent to us corresponding with you by email or via the **online services**.

2.2 If there is any conflict between any provisions of these **terms and conditions** and the **standard terms**, these **terms and conditions** will apply.

2.3 We may make changes to and alter the facilities and services available via the **online services** at any time. We will notify you of any material changes the next time you log into the **online services**. The facilities and services available when accessing the **online services** via the **app** may be different to those offered via the website.

- 2.4 We do not offer any investment advice or personal recommendations via our **online services** and no information contained within the **online services** is or should be construed as such.
- 2.5 If you are accessing **customer account** information as an **adviser, discretionary investment manager** or **master user**, you confirm that such access is limited to those **customers** who have provided you with appropriate authority (whether through a firm-level agreement or other valid consent) or where such access is necessary to fulfil your obligations under the **intermediary terms of business** or **DIM terms of business**.

3. Customers

- 3.1 Single **account** holders
- Where you are the only **account** holder, you will be the **user** of the **online services**.
 - These **terms and conditions** apply to all of your **accounts**. If you open a new **account** in the future, then these **terms and conditions** will apply to such new **account**.
- 3.2 Joint **accounts**, trustees and companies
- Each holder of a joint **account** who wishes to access and use the **online services** will need to separately register as a **user**. Once registered, each joint **account** holder will be able to independently access the **online services** to view the **account** details but they will not be able to carry out any **account transactions** unless a **lead account holder** is appointed.
 - A **lead account holder** can carry out **account transactions** through the **online services**.
 - These **terms and conditions** apply to all **accounts** which you own jointly.
 - If you jointly open a new **account** in the future, then these **terms and conditions** will apply to such new **account**.
 - Each individual trustee or director of a trust or corporate **account** who wishes to access and use the **online services** will need to register as a **user**. Once registered, each such trustee or director will be able to independently access the **online services** to view the relevant **account** details.

4. Registration

- 4.1 Our **online services** are only available once you have accepted these **terms and conditions**. The registration process can only be completed once we have been provided with your unique **security details** so we can conduct the essential verification required to protect you or a **customer** against a fraudulent registration.

5. Master user access and responsibilities

- 5.1 This section only applies to **master users**.
- 5.2 We reserve the right to approve, deny or revoke **master user** status at our discretion.
- 5.3 We will grant access to nominated **users** within the **master user's adviser firm** only upon instruction from the **master user** and subject to each **user's** acceptance of these **terms and conditions**. The **master user** must ensure that all **users** comply with these **terms and conditions** and applicable laws.
- 5.4 **Master users** must ensure that all access to and processing of **personal data** via the **online services** is carried out in compliance with **applicable data protection laws** including, but not limited to, the obligations listed in clauses 17.3, 17.5 and 17.6 below.
- 5.5 **Master users** must cooperate with us in responding to any data subject access requests, complaints, or regulatory investigations relating to their nominated **users'** use of the **online services**.
- 5.6 If a **master user** or any individual **user** within an **adviser firm** is no longer entitled to access the **online services** (eg due to change of employment), the **master user** must immediately notify us and revoke that **user's** access. Failure to do so may result in suspension of access for the **user** or the entire **adviser firm**.

6. Security

- 6.1 You must not reveal or share your **security details** with anyone else and must take reasonable steps to keep them secure at all times. You must also take reasonable steps to prevent any unauthorised use of your **security details**, including use by others. You will be responsible for any costs we incur in putting right any action carried out on any of the **accounts** and for any losses or costs we incur or for any claims against us caused by any such unauthorised use of our **online services**.
- 6.2 If your **security details** are lost or stolen or you believe that someone else may know your **security details**, you should change your password and tell us immediately so that we can change or disable your **security details**, if necessary.
- 6.3 We may ask you to change your **security details** at any time and for any reason.
- 6.4 If you are a **customer** and use biometrics (for example fingerprint or face ID) for logging into the **online services** via the **app**, then anyone whose biometrics are associated to your mobile device may be able to log into the **app** and access your **account(s)**. You must not activate this feature if you allow other people to access the mobile device using biometrics. If you do activate this feature, you should delete any other biometrics associated to your mobile device first. **Account transactions** made by anyone else who is associated to the device will be treated as coming from you.

6.5 It may be necessary for us to suspend or withdraw your access to the **online services** by disabling your **security details**. We may choose to do this for security reasons or to prevent suspected unauthorised or fraudulent use of the **online services**.

6.6 You shall take appropriate measures against:

- a) unauthorised access to our **online services** or disclosure of the information obtained through our **online services** to a third party
- b) accidental loss of or damage to the information obtained through the **online services** by you.

7. Accessing the online services

7.1 When using the **online services** you must follow any procedures or instructions we give you.

7.2 To use our **online services** you will need a mobile device (for the **app** only), particular device specifications and internet connections with necessary hardware and particular software, which may change in the future. If a change in specification or internet connections results in your equipment becoming incompatible with the **online services**, you will be responsible for replacing or modifying your equipment so that you can continue using them.

7.3 If you are a **customer** and want to access the **online services** using the **app** you will need to download the **app** to your mobile device and you will need to log in (following initial registration described in clause 4.1) to be able to use it.

7.4 You will be responsible for any telephone (including mobile carrier), internet service provider and other charges you incur as a result of obtaining access to our **online services**. You must not interfere with the proper working of our **online services** and, in particular, you must not attempt to circumvent security, tamper with, hack into or otherwise disrupt the **online services** or any computer system, server, router or any other internet-connected device.

7.5 You agree not to use the **online services** for any unlawful purpose or in any way that could damage, disable, overburden, or impair them. This includes, but is not limited to, attempting to gain unauthorised access to systems, sharing **security details**, data scraping, or embedding hard-coded credentials in software or scripts. You must not misuse our **online services** by knowingly introducing viruses, trojans, worms, logic bombs, or other material that is malicious or technologically harmful. You must not attack our **online services** via a denial-of-service attack or a distributed denial-of-service attack. By breaching this provision, you would commit a criminal offense under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will cooperate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our **online services** will cease immediately. Any such activities are considered a violation of these **terms and conditions**.

7.6 You are responsible for complying with all local laws of the country from which you access our **online services**.

8. Liability

8.1 We will not be responsible for any loss or damage you suffer as a result of using our **online services** unless that loss or damage was foreseeable and caused by our failure to comply with these **terms and conditions** or our negligence, fraud or wilful default. We will not be liable for any loss or damage that is not foreseeable or which is the result of, or caused by:

- a) unauthorised use of your **security details** or unauthorised access to our **online services** including to any confidential information accessible via our **online services**;
- b) non-transmission or garbling of communications between us;
- c) any disruption to or withdrawal of our **online services** or of the internet or communication network that is used to provide access to our **online services**;
- d) any malfunction of your equipment;
- e) any loss of data;
- f) routing difficulties;
- g) operation of your software or hardware;
- h) the effects of any virus, malicious computer code or any other anomaly or technical failure; or
- i) damage to your computer or systems.

8.2 We accept no responsibility for any information contained in any website accessed via a link from our **online services**. The content, accuracy and opinions expressed in such websites are not checked, analysed, monitored or endorsed by us.

8.3 Whilst reasonable care has been taken to ensure that the information contained within our **online services** is accurate and up to date, no warranty is given as to the accuracy or completeness of any information provided to us by a third party and no liability is accepted for any errors or omissions in such information.

- a) We cannot and do not guarantee or warrant that any content of our **online services** will be free from infection, viruses and/or other malicious computer code including those that have contaminating or destructive purposes. You are responsible for implementing and maintaining sufficient procedures and virus checks (including anti-virus and other security software) to satisfy your particular requirements for the safety and reliability of data input and output.
- b) We give no guarantees as to the speed, 'look and feel' or availability of our **online services**.
- c) We will not be liable for any failure of our **online services** to provide information related to your **account(s)** or failure to provide update information on a 'real time basis'.

8.4 Notwithstanding any other term of these **terms and conditions**, we do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.

9. Availability of the online services

9.1 We aim to have the **online services** available at all times however we are not obliged to provide them at all times and may withdraw, suspend or restrict the **online services** or any part of them, temporarily without prior notice at our discretion. There may also be times when we need to shut them down for maintenance, upgrades, updates or to address an actual or suspected security risk or suspected unauthorised use.

9.2 If we have to withdraw, suspend or restrict the **online services** we will aim to restore your access to them as quickly and efficiently as is reasonably possible. However, we will not be liable for any losses or damages you or third parties have suffered if the **online services** are unavailable at any time, for whatever reason.

9.3 Wherever reasonably possible, we will give you advance notice of our intention to withdraw, suspend or restrict your access to the **online services**. Where that is not possible and for the duration of any such withdrawal, suspension or restriction, you will still be able to operate your **account** by sending us any **account documentation** by post.

9.4 We may permanently withdraw the **online services** or any part of it at any time in the future. Unless we are prevented from doing so, we will give you 30 days' notice if we intend to do this. In the event of a full withdrawal of the **online services**, on expiry of such notice, these **terms and conditions** shall terminate and, if you are a **customer**, we will provide you with all **account documentation** by post or other means as detailed in the **account terms**, or as agreed between us in writing from time to time.

9.5 You are responsible for the security of any data downloaded, printed or copied (in any format) from our **online services**.

9.6 Where the **online services** require you to upload documents or images, you must not upload any document or image which (in our sole opinion) contains obscene, offensive, hateful, inflammatory content or contains any sexually explicit material.

10. Communications via the online services

10.1 If you are a **customer**, we will notify you by email whenever new **account documentation** is available within the **online services**.

10.2 If any **account documentation** accessed or received by you via the **online services** is not intended for you, you must:

- a) immediately notify us by email at ask@quilter.com
- b) not access such information further and immediately delete any local copies you may hold; and
- c) keep any information that was not intended for you confidential.

10.3 You are responsible for all **account transactions** carried out through the **online services**. We are not obliged to make any enquiries as to the authenticity of the instruction.

11. Linking to the online services

11.1 You must not establish a link to any part of the **online services** in any website and no part of the **online services** should be framed on any other website.

12. Changes to these terms and conditions

12.1 We may amend these **terms and conditions** to reflect a change in the law or to meet regulatory requirements. We may also amend them to reflect changes in technology, to cover an improvement or change in the **online services**.

12.2 Any changes to these **terms and conditions** will be notified to you the next time you attempt to log on to the **online services**. You will need to view and agree to the changes before you are able to continue using the **online services**.

12.3 If you do not accept any changes to these **terms and conditions**, you will no longer be able to use the **online services** and all **account documentation** will be sent by post.

12.4 No attempt by you to amend these **terms and conditions** shall be valid unless we have agreed to such amendment in writing.

13. Changes to the online services

13.1 The layout, form, wording and functionality of the **online services** is subject to change by us.

14. Termination

14.1 Either party may terminate these **terms and conditions** by giving the other not less than 30 days' notice in writing.

14.2 Where there is more than one **account holder**, the **lead account holder** will continue to have access to and be able to carry out **account transactions** through the **online services** until they are removed as the **lead account holder**.

- a) We may terminate these **terms and conditions** with immediate effect by giving notice in writing on the occurrence of any of the following events:
 - i) we have reason to believe you have given us false information or have acted dishonestly in your dealings with us;

- ii) we have reasonable grounds to suspect that you have authorised someone to use the **online services** with your **security details** without our consent, or there has been fraudulent or unauthorised use of your **security details**;
 - iii) we have reasonable grounds to suspect that your **security details** have not been kept safe;
 - iv) you are seriously or persistently in breach of these **terms and conditions**;
 - v) we need to do so in order to comply with our regulatory or legal obligations;
 - vi) we are informed of your death or incapacity;
 - vii) you are no longer a **customer**, an **adviser or a discretionary investment manager**;
 - viii) the relevant **account** is closed; or
 - ix) where you are a **master user**, if we have reason to believe your access has been misused, or if you no longer meet the eligibility criteria
- b) Unless we are prevented from doing so, we will use reasonable efforts to notify you in advance that we are terminating your access to the **online services** under clause 14.2 a).
- c) Your access to the **online services** shall be removed within a reasonable timescale determined by us in the circumstances and you will be responsible for printing or saving any of the data or **account documentation** available via the **online services** in advance of access being removed. Following termination of your access to the **online services**:
- i) if you remain a **customer**, we will send all future **account documentation** to you by post or otherwise in accordance with the **account terms** or as agreed between us in writing from time to time; or
 - ii) if you are no longer a **customer** or the relevant **account** is closed, we may, on receipt of a request from you and subject to our legal and regulatory obligations, agree to provide you with paper copies of any **account documentation** that were previously accessible via the **online services**.
- d) The termination of your access to the **online services** (however caused) will not, in any way, affect the validity of an **account** or the provision of our services in respect of it and you shall continue to be bound by the **standard terms** for as long as you remain a **customer, adviser** or a **discretionary investment manager**.

15. Information technology failure and force majeure

15.1 Provided we have complied with our regulatory obligations to have appropriate systems and controls in place to guard against breakdowns in our service, we shall not be liable for any failure to perform our obligations set out in these **terms and conditions** and/or to make the **online services** available if we are prevented from doing so by reason of:

- a) failure outside our control of our information technology systems, provided that we have reasonable procedures in place by way of a disaster recovery programme and implement such procedures where necessary; or
- b) other supervening acts outside of our control, for example:
 - i) any act (or credible threat) of terrorism;
 - ii) acts of government, local authority or regulatory body;
 - iii) explosion, fire, earthquake, extraordinary storm, flood, abnormal weather conditions or other natural disaster, epidemic or pandemic or any nuclear, chemical or biological contamination or any strikes, lockouts or other industrial disputes (other than to the extent involving our workforce);
 - iv) riot, civil unrest, commotion or rebellion, war or civil war or armed conflict, invasion and acts of foreign enemies, blockades or embargoes;
 - v) an unavoidable accident;
 - vi) the loss of supply of essential services including but not limited to electrical power and telecommunications;
 - vii) any 'denial of service' or other targeted network attack; and
 - viii) any other cause beyond our reasonable control as a consequence of which we can no longer provide the **online services** for a given period.
- c) We will take all reasonable steps to minimise any delay or disruption to the availability of the **online services** if we are prevented from making them available because of any of the events or acts in 15.1a) and/or 15.1b) above.

16. Intellectual property

16.1 All material contained within the **online services** is copyright of ours or third parties who have granted us a licence to use such material. Information accessed through the **online services** is protected under copyright law and you must not copy, re-publish or re-distribute such information for commercial purposes without our prior written consent or as is otherwise expressly permitted under these **terms and conditions**.

16.2 The **online services** contain names and logos which are our trademarks or those of third parties who have granted us a licence to use such trademarks. You must not use those names or logos without our prior written consent.

17. Data

- 17.1 **Account documentation** and other data held in the **online services** are subject to our internal record keeping arrangements and retention and erasure policies. As with all data provided to you, you can retain copies of your own records. We may delete **account documentation** and any other data held in the **online services** in accordance with our standard record retention policies. If any such data is important to you, you should print it or save it to your own device.
- 17.2 Any **personal data** contained within, or transmitted via, the **online services** shall be processed in accordance with the **standard terms** and our **privacy notice**.
- 17.3 Access to **personal data** via the **online services** is strictly limited to individuals with appropriate authorisation. We implement reasonable technical and organisational measures to support appropriate access to **personal data** via the **online services**, including role-based access controls. We rely on authorised users of third-party firms to manage **user** access within their organisations and to notify us promptly of any changes in **user** authorisation. While we take steps to support secure access, we do not guarantee that access controls will prevent all unauthorised access. **Master users** must ensure that access rights are reviewed regularly and revoked promptly when no longer required.
- 17.4 The **online services** may use cookies and, any such use, shall be in accordance with our **cookies policy**.
If you require more information about the processing of any data within the **online services** you should contact our Data Guardian by email at GDPO@quilter.com or by post at Data Guardian, Quilter, Sunderland, SR43 4JP.
- 17.5 Where an **adviser, discretionary investment manager** or **master user** accesses **personal data**, such access shall be logged. The **adviser, discretionary investment manager** or **master user** is responsible for ensuring that **personal data** accessed is handled in accordance with our **privacy notice, applicable data protection laws**, and the **intermediary terms of business and the DIM terms of business**. This includes:
- ensuring a lawful basis for processing **personal data**;
 - adhering to data minimisation and purpose limitation;
 - promptly reporting any **personal data** breaches;
 - complying with safeguards for automated decision-making under the Data (Use and Access) Act 2025 (proposed legislation governing automated data processing in the UK) and EU GDPR.
- 17.6 **Master users** must maintain an internal audit trail of **user** access they grant to the **online services**. We reserve the right to request such records for compliance or regulatory purposes.

18. General

- 18.1 You must notify us if your email address, mobile telephone number or any other information provided to us changes in the future so that we can update our records and maintain the security of our communications and the **online services**.
- 18.2 Only you and we are able to enforce these **terms and conditions**.
- 18.3 If any provision (or a part thereof) of these **terms and conditions** is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of these **terms and conditions**.
- 18.4 We may from time to time waive any term of these **terms and conditions** but, should we do so, it does not mean that we will do so again in the future.
- 18.5 We may transfer our rights and obligations under these **terms and conditions** to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under these **terms and conditions**.
- 18.6 These **terms and conditions** are to be interpreted in accordance with and are governed by English law and the courts of England shall have exclusive jurisdiction to resolve any dispute arising under these **terms and conditions**.

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Please be aware that calls and electronic communications may be recorded for monitoring, regulatory and training purposes and records are available for at least five years.

Quilter is the trading name of Quilter Investment Platform Limited which provides an Individual Savings Account (ISA), Junior ISA (JISA) and Collective Investment Account (CIA) and Quilter Life & Pensions Limited which provides a Collective Retirement Account (CRA) and Collective Investment Bond (CIB).

Quilter Investment Platform Limited and Quilter Life & Pensions Limited are registered in England and Wales under numbers 1680071 and 4163431 respectively.

Registered Office at Senator House, 85 Queen Victoria Street, London, EC4V 4AB, United Kingdom. Quilter Investment Platform Limited is authorised and regulated by the Financial Conduct Authority. Quilter Life & Pensions Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Their Financial Services register numbers are 165359 and 207977 respectively. VAT number 386 1301 59.

Bondsmith is a trading name of Bondsmith Savings Ltd, which provides the CashHub (CHB) distributed by Quilter Investment Platform Limited. Bondsmith Savings Ltd is registered in England and Wales, No 13223331. Registered office: 2nd Floor, 4 Pentonville Road, Angel, London, N1 9HF. Bondsmith is authorised by the Financial Conduct Authority, Firm Reference 955601.