

APP TERMS – KH ONLINE

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Please read these App Terms carefully

BY CLICKING ON THE “ACCEPT” BUTTON BELOW, YOU:

- (1) AGREE TO THESE TERMS IN RELATION TO YOUR USE OF THE KH ONLINE APP, WHICH WILL BIND YOU; AND
- (2) 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.

These terms (the “App Terms”) are in addition to, and must be read in conjunction with, the country-specific Banking and Investment Terms of Business, or such other agreement, as is in place between you and us. In the event of any inconsistency between these App Terms and such Terms of Business or other agreement, as they relate to this App, these App Terms shall prevail.

These App Terms supersede and replace any prior terms and conditions that you may have previously agreed to in connection with your use of the App and the Services.

The App only displays factual information about your holdings. No financial advice, recommendation or commentary will be provided to you through the App.

Who We are and What This Agreement Does

“We” in these App Terms means SG Kleinwort Hambros Bank Limited.

We license you to use, as permitted in these App Terms:

- the KH Online mobile application, the data supplied with the application, and any updates or supplements to it (collectively, the “App”); and
- the service you connect to via the App and the content we provide to you through it (the “Services”).

Licensing

This App and our Services should not be accessed in countries where their use is prohibited under local law or where we do not authorise usage. It is your responsibility to check whether any local legal restrictions apply to you in relation to this App and/or Services. No information, products or services referred to in the App or Services, are directed at, or offered to, anyone in a country or state where: advertising, offering or selling by us is not allowed by law or regulation, or we would have to register or obtain a licence which we do not currently have (our regulators are noted at www.kleinworthambros.com/en/important-information/website-terms-and-conditions/). Distributing information in certain countries may be restricted by local law. As a result, you must be aware of, and keep to, any such restrictions.

Confidentiality

The App and Services, except where otherwise clearly indicated, may include confidential information. Such information is for you only. You must not disclose such information to any other persons without the express prior written permission of the Kleinwort Hambros group, or unless you are required to do so by law.

Your Privacy

Under data protection legislation, we are required to provide you with certain information about who we are, how we process your personal data and for what purposes, and your rights in relation to your personal data and how to exercise them. This information is provided in our Privacy and Cookies Policy in the Legal Information section of the App and it is important that you read that information.

Please be aware that internet transmissions are never completely private or secure and that any message or information you send using the App or any Services may be read or intercepted by others, even if there is a special notice that a particular transmission is encrypted.

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/.

Payments and Trading

Where the ability to make payments and/or to trade is available via the App, your use of such functions is subject to the relevant country-specific Banking and Investment Terms of Business, or such other agreement, as is in place between you and us.

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 App and Services in connection with that account. If you do not have the necessary authority to use the Services in line with the mandate to an account, you will not be able to access or operate that account via the App, and the App 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 App and Services in relation to that account, that person can:

- access and operate that account via the App and Services, even if any of the other joint account holders is not registered for the App and Services;
- give instructions through the App 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.

Apple's/Google's Terms also Apply

The ways in which you can use the App and Services may also be controlled by the Apple App Store/Google Play store's rules and policies and those rules and policies will apply instead of these App Terms where there are differences between the two.

Operating System Requirements

Minimum requirements in terms of device model and operating system can be found in the Apple App Store/Google Play store page for the App. You must not install the App on any device which has been ‘rooted’ (Android) or ‘jailbroken’ (Apple) or similar.

Support for the App and How to Tell Us About Problems

Support. If you want to learn more about the App or the Services or have any problems using them please email or call our KH Online Helpdesk at khonline@kleinworthambros.com or +44 (0)1534 815444.

Contacting us (including with complaints). If you think the App or the Services are faulty or misdescribed or wish to contact us for any other reason please email or call KH Online Helpdesk at khonline@kleinworthambros.com or +44 (0)1534 815444, or alternatively contact your Private Banker.

How we will communicate with you. If we have to contact you we will do so by phone, email or other electronic communications, using the contact details you have provided to us.

How You May Use the App

In return for your agreeing to comply with these App Terms you may:

- download one instance of the App onto your compatible device and view, use and display the App and the Services on such device for your personal purposes only; and
- receive and use any updates of the App as we may provide to you.

Suspension and Termination

We will have the right to suspend your access to the App and the Services, or to terminate your use of the App and the Services at any time and for any reason (including where you are in breach of any of the provisions in these App Terms), subject always to applicable laws.

You agree that these App Terms continue to apply even after your access to the App and the Services expires or is terminated, or where you have stopped using the App.

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You May Not Transfer the App to Someone Else

We are giving you personally the right to use the App and the Services as set out in these App Terms. You may not otherwise transfer the App or the Services to someone else, whether for money, for anything else or for free. If you sell or dispose of the device on which the App is installed, you must remove the App from it.

Changes to these App Terms

We may need to change these App Terms to reflect changes in law or best practice or to deal with additional features which we introduce.

Any updates to these App Terms will be posted on the App. All such changes to the App Terms are effective immediately when posted to the App and apply to all subsequent access to and use of the App and the Services. Your continued use of the App and the Services following the posting of such revised App Terms constitutes your acceptance and agreement to the changes which are binding on you.

If you do not accept the notified changes you will not be permitted to continue to use the App and the Services.

Updates to the App and Changes to the Services

From time to time we may automatically update the App and/or change the Services to improve performance, enhance functionality, reflect changes to the operating systems or address security issues.

We may ask you to update the App for these reasons. If you choose not to install such updates or if you opt out of automatic updates, you may not be able to continue using the App and the Services.

If Someone Else Owns the Device You are Using

If you download the App onto any device not owned by you, you must have the owner's permission to do so. You will be responsible for complying with these App Terms whether or not you own the device.

We are Not Responsible for Other Websites You Link to

The App or any Services may contain links to other independent websites which are not provided by us. Such independent sites are not under our control, and we are not responsible for, and have not checked or approved their content or their privacy policies (if any).

You will need to make your own independent judgement about whether to use any such independent sites, including whether to buy any products or services offered by them.

Licence Restrictions

You agree that you will:

- not rent, lease, sub-license, loan, provide, or otherwise make available, the App or the Services in any form, in whole or in part to any person without prior written consent from us;
- not copy the App or Services, except as part of the normal use of the App or where it is necessary for the purpose of back-up or operational security;
- not translate, merge, adapt, vary, alter or modify, the whole or any part of the App or Services, nor permit the App or the Services or any part of them to be combined with, or become incorporated in, any other programs, except as necessary to use the App and the Services on devices as permitted in these App Terms;
- not disassemble, de-compile, reverse engineer or create derivative works based on the whole or any part of the App or the Services nor attempt to do any such things, except to the extent that (as permitted by law) such actions cannot be prohibited because they are necessary to decompile the App to obtain the information necessary to create an independent program that can be operated with the App or with another program ("Permitted Objective"), and provided that the information obtained by you during such activities:
- is not disclosed or communicated without our prior written consent to any third party to whom it is not necessary to disclose or communicate it in order to achieve the Permitted Objective; and
- is not used to create any software that is substantially similar in its expression to the App;
- is kept secure; and

- is used only for the Permitted Objective;
- comply with all applicable technology control or export laws and regulations that apply to the technology used or supported by the App or any Services.

Acceptable Use Restrictions

You must:

- not use the App or any Services in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with these App Terms, or act fraudulently or maliciously (for example, by hacking into or inserting malicious code, such as viruses, or harmful data, into the App, any Service or any operating system);
- not infringe our intellectual property rights or those of any third party in relation to your use of the App or any Services (to the extent that such use is not licensed by these App Terms);
- not transmit any material that is defamatory, offensive or otherwise objectionable in relation to your use of the App or any Services;
- not use the App or any Services in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users; and
- not collect or harvest any information or data from any Services or our systems or attempt to decipher any transmissions to or from the servers running any Services.

Intellectual Property Rights

All intellectual property rights in the App and the Services throughout the world belong to us (or our licensors) and the rights in the App and the Services are licensed (not sold) to you. You have no intellectual property rights in, or to, the App or the Services, other than the right to use them in accordance with these App Terms.

Our Responsibility for Loss or Damage Suffered by You

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

If we fail to comply with these App Terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking these App 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 App 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 within the App and Services are for information purposes only, are 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 are 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 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 App is for domestic and private use. If you use the App 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 App and the Services. The App and the Services are 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 App or the Services. Although we make reasonable efforts to update the information provided by the App and the Services, we make no representations, warranties or guarantees, whether express or implied, that such information is accurate, complete or up to date.

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Please back-up content and data used with the App. We recommend that you back up any content and data used in connection with the App, to protect yourself in case of problems with the App or the Services.

Check that the App and the Services are suitable for you. The App and the Services have not been developed to meet your individual requirements. Please check that the facilities and functions of the App and the Services (as described on the relevant app store site) meet your requirements.

We are not responsible for events outside our control. If our provision of the Services or support for the App or the Services is delayed by an event outside our control then 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 contract with us.

Availability of the App and the Services. We will use reasonable efforts to minimise any time for which the App and the Services are unavailable, but we assume no liability for any unavailability of the App or Services.

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 App or the Services.

We May End Your Rights to Use the App and the Services if You Break these App Terms

We may end your rights to use the App and Services at any time by contacting you if you have broken these App Terms in a serious way. If what you have done can be put right we will give you a reasonable opportunity to do so.

If we end your rights to use the App and Services:

- you must stop all activities authorised by these App Terms, including your use of the App and any Services;
- you must delete or remove the App from all devices in your possession and immediately destroy all copies of the App which you have, and confirm to us that you have done this;
- we cease providing you with access to the Services.

We May Transfer these App Terms to Someone Else

We may transfer our rights and obligations under these App Terms 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 App Terms.

You Need Our Consent to Transfer Your Rights to Someone Else

You may only transfer your rights or your obligations under these App Terms to another person if we agree in writing.

No Rights for Third Parties

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

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

Each of the paragraphs of these App 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 App 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

These App 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, or such other agreement as you and we have agreed.

Where you are not subject to any country-specific Banking and Investment Terms of Business or any other agreement with us, these App Terms of use, 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.

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