1. Introduction
These Terms of Use set out the terms on which an Adviser, Investment Adviser or Nominated User (User or Users) may use the Zurich Intermediary Platform (Platform). The Platform can only be accessed by Users who have a Username, password, have set up a memorable word and chosen security questions and answers.

The User is given access to the Platform to facilitate the management of Client and Interested Party Assets.

The Terms of Use together with the Adviser Terms of Business (and/or a distribution agreement), or Investment Adviser Terms of Business (as applicable) and the Firm Set-up Form together form the Terms. With the exception of the word User which is defined above, words with leading capital letters in these Terms of Use are defined in the relevant Terms of Business.

Please read these Terms of Use. Users will be required to accept them and agree to be bound by the Terms of Use and all applicable terms and conditions when logging in to the Platform for the first time.

2. Information about Zurich
The Platform is operated and maintained by Sterling ISA Managers Limited and provides access to a wide range of investments and financial planning tools.

Sterling ISA Managers Limited uses the trading name ‘Zurich’ for the purpose of the Zurich Portfolio, the Accounts and these Terms of Use. It is part of the Zurich Group and is authorised and regulated by the Financial Conduct Authority (under registration number 191278) including for arranging or facilitating deals in mutual funds, Exchange-traded Assets, fixed-term and structured deposits and any other Assets made available and is authorised by HM Revenue and Customs as manager of individual savings accounts. Sterling ISA Managers Limited is the SIPP administrator and operator.

Sterling ISA Managers Limited. Registered in England and Wales under company number 02395416. Registered Office: The Grange, Bishops Cleeve, Cheltenham, GL52 8XX.

3. Use of personal data
Users of the Platform agree to the collection and use of any personal information that the User, the firm’s authorised signatory or the Firm Administrator has supplied. This information will include the individual User’s title, name, date of birth, firm’s address and contact details.

4. Accessing the Zurich Intermediary Platform
Zurich sets up access for the Firm Administrator who is then responsible for arranging access to the Platform for Nominated Users. A Username will be provided to Nominated Users by the Firm Administrator and Zurich will send a temporary password. When logging in for the first time, a prompt will be given to select a new password, set up a memorable word and provide three questions and answers to be used for security purposes. Users must always keep their Username, password, memorable word, and security questions and answers secure and must not disclose them.

Firm Administrators can:
• request new passwords; and
• temporarily or permanently remove access; and
• lock or unlock access
to Zurich Portfolios for Nominated Users and in the case of Firm Administrators of an Adviser also for Clients and Interested Parties.

For security or technical reasons, or for legal or regulatory reasons, Zurich may change Usernames or passwords. Users will be notified if this happens. Zurich reserves the right to disable Usernames or passwords for failure to comply with the Terms of Use and all applicable terms and conditions or if Zurich are required to do so by any Applicable Laws, or government body.
5. Using the Zurich Intermediary Platform
The Platform aims to be available at all times subject to the following:

- planned down time for maintenance;
- for the repair of any unforeseen defects, bugs, viruses or anything similar in the Platform;
- the unavailability, in-operation or interruption of the internet or other telecommunication services; or
- an event occurs beyond Zurich’s reasonable control.

If it is reasonably possible to do so, Zurich will place a message on the Platform pre-log in, or contact Nominated Users regarding unavailability.

Currently, Users requiring assistance can telephone 0500 546 546 between the hours of 8.30 am to 6.00 pm on Business Days.

6. Content of the Zurich Intermediary Platform
Users will not use any intellectual property of the Zurich Group or its licensors without the express written consent of the relevant party.

Users acknowledge that all Intellectual Property Rights in the Platform belong to or are licensed to the Zurich Group and that in performing obligations in the applicable Terms, Users will not obtain any Intellectual Property Rights or other rights in the Platform or its contents.

The Firm Administrator is expressly allowed to make Permitted Customisation of the Platform on behalf of the Adviser or the Investment Adviser, as applicable.

The Adviser or Investment Adviser is responsible for keeping up to date any list or panel of Assets created by them on the Platform.

If the Adviser or Investment Adviser chooses to create Model Portfolios, it is their responsibility to keep them up to date as required.

Users will not:

- damage or diminish the goodwill or reputation attaching to the Intellectual Property Rights of the Platform;
- frame, copy, modify, post, alter, reproduce, or link to any part of the Platform without Zurich’s prior written consent, such written consent not to be unreasonably withheld or delayed;
- produce any literature or advertisement relating to Zurich and the Zurich Group’s business (including, but not limited to the Zurich Group company name or logo or those of the Accounts available or that of any associated company in the Zurich Group) without Zurich’s written permission, such written permission not to be unreasonably withheld or delayed;
- imply or state that Zurich endorses, sponsors, recommends or otherwise approves the Adviser or Investment Adviser’s services and website; or
- include any material on the Platform that is unlawful, obscene, defamatory or inappropriate.

All literature provided by, or on behalf of Zurich, will be the property of the Zurich Group.

7. Security
Zurich will take reasonable steps to protect against unlawful access, disclosure and loss of information under Zurich’s control.

Messages and data sent by email cannot be guaranteed to be secure and there is no guarantee the message will arrive or that the contents will remain confidential or unaltered during sending.

Users are responsible for the content of their electronic communications and Zurich reserves the right to monitor use and act appropriately in the event of improper use.

Zurich will make best endeavours to ensure the Platform is free from malicious software such as viruses. However, Zurich cannot guarantee this and does not accept responsibility for any consequences that may arise from malicious software where these consequences are not within Zurich’s reasonable control.

Users will make best endeavours not to upload or introduce any software on the Platform containing viruses, malware, trojans and other similar viruses. When downloading software on the Platform or opening or downloading links in the Platform, the User acknowledges that this is at the User’s risk.

Users will not reverse-engineer, disassemble, decompile, adapt, translate, alter, modify, make additions or enhancements to the Platform or combine the Platform with any other software program without Zurich’s prior written consent, such written consent not to be unreasonably withheld or delayed.
8. Cookies
Cookies are small text files sent to a web browser by a web server.

There are two types of cookie:

1. Session cookies are used to store information about user page activities to help with the user's navigation of a website. They act as a marker within a website that helps the website server remember where a user is on the website and avoids the user having to navigate the website all over again. Session cookies are also used to store information needed to make a transaction process on a website work by remembering the items the user wishes to transact.

   These types of cookie are often essential to the operation of the website and removing them or switching them off can result in the user not being able to access or use websites or the user experience on websites being impaired.

   Session cookies are automatically deleted at the end of each browsing session (typically when the web browser is closed).

2. Persistent or tracking cookies are used to store user preferences. Many websites allow users to customise how information is presented to them through websites layouts or themes. These cookies allow websites to store information about users so that they can recognise them when they re-enter the website so that they can display the website to match the user preferences that have been stored.

   These types of cookie can remain stored on a user's device even when a browser session is closed.

   Persistent or tracking cookies are not considered to be essential to the operation of a website and because they store information about users, they require the consent of users before they can be downloaded on to their device.

The Platform does not use persistent or tracking cookies, but it does use session cookies to help Users to navigate around the Platform. No personal information is collected or stored by the cookies used by Zurich on the Platform. The cookies used are listed below:

<table>
<thead>
<tr>
<th>Type</th>
<th>Area(s) present</th>
<th>Cookie usage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Session cookie</td>
<td>Platform screens</td>
<td>Site navigation</td>
</tr>
<tr>
<td>Session cookie</td>
<td>Platform screens</td>
<td>Transactional functions</td>
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</tbody>
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As the session cookies used are essential in the operation of the Platform, Zurich does not need to gain User’s consent prior to their use. If the cookies are switched off, the Platform cannot be accessed or used.

**Should Zurich decide to use any non-essential cookies in the future, Zurich will gain the consent of Users before attempting to do so.**

For more information about cookies, including how to switch them off, please visit [www.aboutcookies.org](http://www.aboutcookies.org)

9. User responsibilities
Users are responsible for complying with these Terms of Use. In particular, Users must:

- inform Zurich as soon as possible if any information Zurich holds is wrong or changes or a User’s access is no longer permitted or required;
- use best endeavours to ensure that any device used to access the Platform is secure and free from malicious software; and
- inform Zurich immediately if someone else has access to their Username, password and memorable word or if this is suspected.

10. Zurich’s responsibilities
Zurich will operate and maintain the Platform in line with these Terms of Use. The Platform will process and place Trades in line with Zurich’s Order Execution Policy which is detailed in the Zurich Portfolio Terms and conditions.

Zurich will exercise due care and diligence in operating the Platform.

The Platform software encrypts all information entered on the Platform.

Zurich will act on User’s instructions, or instructions that Zurich reasonably believe have come from Users.

There may be occasions when Zurich is not able to perform its obligations under these Terms of Use due to an event beyond Zurich’s control. Zurich will be excused from performing its obligations by the occurrence of such an event and will not be responsible for any loss or damage suffered by Users, or for any failure to fulfil its obligations under these Terms of Use if such loss, damage or failure is caused by or is directly or indirectly due to any cause beyond the control of Zurich.
11. Assignment
Zurich may delegate any of its powers, duties, rights and obligations under these Terms of Use to any company within the Zurich Group and/or to a third party.

12. Liability
Except as expressly stated in the Terms of Use, all conditions, warranties and representations whether express or implied by statute, common law or otherwise in relation to the use of the Platform are excluded to the fullest extent permitted by law.

While Zurich have taken reasonable steps to ensure the accuracy, correctness and completeness of the information contained on the Platform, Zurich make no warranty or representation to this effect, whether express or implied.

Zurich will only be liable to Users for losses arising directly as a result of Zurich’s negligence, fraud, fraudulent misrepresentation or wilful default.

In no circumstances will Zurich nor any Zurich Group company be liable for loss of profit (whether direct or indirect) or for any special, indirect, incidental or consequential damages or losses, including but not limited to the following:

• loss incurred if a User breaches these Terms of Use including any loss from failure to keep Usernames, passwords and memorable words secure and undisclosed;
• loss or damage to devices, computer equipment or programs;
• damage to reputation;
• any error, corruption, inaccuracy or incompleteness of any information the User inputs;
• loss or damage caused by delays in transacting or of security breaches;
• loss associated with business interruption;
• loss caused by reason of non receipt of an email due to the email address supplied being incorrect or settings not being enabled to receive emails from Zurich;
• loss from inaccuracies or errors in links from the Platform or the material contained in third party services’ linked websites;
• loss of data, goodwill, anticipated savings, contracts, management time, expectation or investment opportunity;
• loss from issues arising from using a computer or devices, such as viruses;
• loss incurred due to the unavailability of the Platform;
• loss caused to a Client or Interested Party due to instructions given by the Adviser or Investment Adviser to Zurich that are later contested by the Client or Interested Party as not being as requested, or in the case of a Zurich Portfolio held by more than one Client or where there is more than one Interested Party, that the instruction was fraudulent or not reflective of the interests of all parties;
• loss incurred through the User’s fraudulent activity or negligence; or
• loss incurred due to compliance with requirements of Regulatory or Legal directives or restrictions.

Nothing in these Terms of Use shall exclude or limit Zurich’s liability for death or personal injury resulting from any act, omission or negligence of Zurich or its officers, agents, employees, contractors, or any other liability the exclusion of which is expressly prohibited by law.

Nothing contained on the Platform is intended to or constitutes an offer to contract in any country in which it is accessed, including (without limitation), the United Kingdom, or an offer to sell any Account, or service or Asset which may be available through the Platform in any country. Further, nothing on the Platform is intended as advice, recommendation, advertisement, inducement, offer to invest, deal, buy, sell or hold any security or to engage in any investment or transaction in the United Kingdom or in any other jurisdiction. No representations are made that anything contained on the Platform is appropriate for use in locations outside of the United Kingdom and any decisions made should be based on the Adviser’s own professional opinion and in compliance with local laws.
13. Tools, third party services and electronic messaging (if applicable to a User’s access)

The Platform includes links to other websites, third party services and secure electronic messaging services. Each may have its own terms and conditions and privacy statements which Users may be required to accept. Any websites or third party services linked to the Platform are not within Zurich’s control.

Users are responsible for ensuring that the information entered is accurate, true, complete and up to date. Users should satisfy themselves that any actions taken or advice given is suitable in any particular case. Zurich do not accept any responsibility for any decisions made.

Neither Zurich nor any Zurich Group company give any endorsement or accept any liability for the operation, accuracy, content or terms and conditions of linked websites or third party services; Zurich nor any Zurich Group company provides no warranties or guarantees as to the accuracy, functionality, timeliness, performance, completeness or suitability of the information and materials found or offered on linked websites or third party services including terms and conditions for any particular purpose.

Where Zurich provides electronic messaging services, Users will be subject to the terms and conditions in the Origo Legal Framework Electronic Services Agreement and use of the electronic messaging services, will indicate User’s acceptance of those terms and conditions.

14. Changes to these Terms of Use

Zurich can change, remove, introduce, replace or vary these Terms of Use and the content of the Platform at any time. Variations will take effect once displayed on the Platform.

Users agree to check the Platform regularly in order to keep up to date with any changes and the User’s continuing use of the Platform will indicate acceptance of such changes.

15. Invalidity and severability

If one or more provisions of these Terms of Use are declared by any court of competent jurisdiction invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not be affected or impaired in any way.

16. Third Parties

No term of these Terms of Use is enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to them, except for Zurich Group companies. Zurich may amend, supplement, rescind or terminate these Terms of Use without the consent of any other Zurich Group company.

17. Law

These Terms of Use will be construed and interpreted in accordance with English law and the parties submit any dispute which may arise out of, or in connection with these Terms of Use, to the exclusive jurisdiction of the English courts.
Please let us know if you would like a copy of this in large print or braille, or on audiotape or CD.