

# Fund Management Centre ("FMC") Terms of Use

## 1. Definitions and interpretation

### 1.1 In these FMC Terms of Use, the following words and expressions have the meanings set out below (unless the context otherwise requires):

**Alexa** means Amazon's Alexa voice services

**Alexa Enabled Product** means product or application that enables access to Alexa, such as Amazon Echo devices and the Amazon Alexa App

**Alexa Skill** means the Amazon Alexa skill made available by WMUK that interacts with the FMC

**Amazon** means Amazon Media EU S.à r.l. and its affiliates

**FMC Account** means any and all of your accounts accessed through the FMC

**Fund Management Centre ("FMC") FMC** means the web-based portal made available by Waystone Management (UK) Limited ("WMUK") to allow eligible investors to engage electronically, including in relation to account opening, dealing, the receipt of contract notes and statements and the ability to monitor holdings electronically

**FMC User** means an investor who is eligible to use the FMC (currently, only UK-based individuals – including joint account holders – are able to do so), and who has chosen to do so

**Security Details** means the details required to login to your FMC Account (for example passwords and security codes) which may either be supplied by us or selected by you

These terms of use apply in addition to the Terms and Conditions to any designated investment business conducted with WMUK via the FMC. These Terms of Use govern your access to the FMC. These User Terms are not the terms which apply to the investment products and services themselves.

2. By using the WMUK Website and FMC you confirm you have understood and accept: (a) the relevant terms of use (which can be found at <https://www.waystone.com>; and (b) our privacy policy (which can be found at <https://www.waystone.com/waystone-policies/>, which sets out how we collect and use your data. If you do not agree to any of these terms you must not use the WMUK Website. Please note we may revise any of the Online Terms by posting updates on the WMUK Website. By continuing to use either the WMUK Website or FMC you will be deemed to accept the updated terms. The FMC is intended for UK residents over 18 years of age. No information provided or service we offer should be taken as an offer or solicitation to conduct investment business in any jurisdiction other than the UK.
3. By using the FMC you confirm you have understood and accept that the Terms and Conditions apply save that, any references to "write to", "in writing" or "signed" will be read as including the secure communications channels facilitated within the FMC.
4. You agree to take all reasonable precautions to keep safe and prevent fraudulent use of your FMC Account. WMUK may rely on any instructions that we receive whilst your FMC Account has been activated using your Security Details. In addition, you will be responsible for (and we shall be entitled to rely upon) any relevant instruction which is authenticated using your Security Details, unless you establish that the relevant instruction is not an authorised instruction and either:
  - a) we acted upon the relevant instruction after you had told us, that your Security Details in relation to your FMC Account had been disclosed to or otherwise obtained by an unauthorised third party; or
  - b) the unauthorised use of your Security Details or any other access details in relation to your FMC Account did not result from your failure to take reasonable care to your Security Details.
5. WMUK will take all reasonable measures to make sure that the security of the FMC is not compromised. However, there are inherent risks in using an online system. We cannot guarantee that they will be free from:
  - a) technical failure or corruption;
  - b) error or delay; or
  - c) misuse, fraudulent use or access by unauthorised persons.
6. You accept that, from time to time, sending information through the FMC may be unavailable, interrupted or restricted whether due to circumstances beyond our reasonable control including, for example, a lack of availability or interruption of the internet or other telecommunication system or otherwise.
7. We will make reasonable efforts to make sure that the FMC is available, but cannot ensure that you will always be able to access the FMC. In particular, we may from time to time, have to suspend the FMC to maintain or upgrade it, or you may not be able to access the FMC because of disruptions to our website, problems with telephone networks or because you are in an area that does not have mobile telephone coverage. We will not be liable to you if the FMC is unavailable through our Website.

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8. We may change, modify, amend or remove some or all of the functionality or content of the FMC at any time, including adding access to new or additional services.
9. We and/or our licensors are the owners of the FMC. All intellectual property rights in the FMC, and the content (except the personal information of you and other users contained in your and their FMC Accounts), which appear on the FMC belong, or are licensed, to us.
10. By creating a FMC account you are accepting the FMC as a means of information provision, including, but not limited to [transaction confirmations/contract notes] and the provision of periodic statements. You should ensure you review your accounts regularly and at least once per quarter. We may also communicate with you online regarding your FMC account using the most recent email address that you have given us.
11. Any document or communication made available by WMUK to you via the FMC will be deemed to have been received by you once uploaded to the FMC by WMUK.
12. WMUK will make available to you electronically a valuation and transaction report at least twice yearly for each Investment held.
13. WMUK may keep personal information which you or others have provided to it through the FMC, and use or disclose such information to carry out the functions described in these Terms of Use, the Terms and Conditions and/or the Prospectus.
14. All payments by you via the FMC must be made electronically via direct debit in full in GBP, and without any deductions whatsoever. Following receipt of payment all shares and units are bought and sold at the next valuation point following receipt of a valid instruction via the FMC and acceptance of the instruction to purchase or sell shares and/or units by WMUK.
15. WMUK may decline any payment or instruction made via the FMC entirely at our discretion.
16. Any joint investment made via the FMC, must be authorised separately by each FMC User, via their own individual FMC Account.
17. Any use of the FMC through the Alexa Skill is also subject to the following additional terms which govern the use of the Alexa Skill on any Alexa Enabled Product:
  - 17.1 WMUK shall not be responsible for any costs associated with operating the Skill including the purchase and use of any Alexa Enabled Product.
  - 17.2 The Skill allows you to ask an Alexa enabled device questions. Any questions and commands given via Alexa will be treated as authorised by you. Any response Alexa provides will be given as authorised by you to do so.
  - 17.3 Please also refer to the separate terms and conditions of the Alexa Enabled Product and Alexa terms of use. When asking Alexa for information, the Amazon Alexa will be retrieving this information for you and you agree to Amazon performing this.
  - 17.4 Amazon may record your interactions with the Skill or with Alexa. Please refer again to the terms and conditions of the Alexa Enabled Product.
  - 17.5 We endeavour to make sure the information we provide via Alexa is correct but you should not rely on any of the information accuracy.
  - 17.6 WMUK accepts no responsibility for any damage, loss, liabilities, injury or disappointment incurred or suffered by you as a result of using the Alexa Skill, including as a result of us providing inaccurate, untimely, incomplete or erroneous information.
  - 17.7 WMUK shall not be liable for any failure to comply with its obligations where the failure is caused by something outside its reasonable control.
  - 17.8 Nothing in these terms and conditions shall exclude the liability of WMUK for death or personal injury as a result of negligence, fraud or fraudulent misrepresentation.
  - 17.9 WMUK reserves the right to modify or discontinue the Alexa Skill at any time without prior notice.