

# Mywealth terms of use

First issued on 10 August 2018

These are the Terms of Use for the AJ Bell Mywealth service. These Terms of Use supplement our standard AJ Bell terms and conditions of business.

## 1. Mywealth Service

1.1 We will use the information which is collected through Manual Account Aggregation to display details of your overall financial position in your personal Mywealth Account via your Financial Dashboard and to provide you with Financial Insights, Mywealth Features and Mywealth Tools.

1.2 The Mywealth Services can only be accessed and used by individuals aged 18 years or older. You cannot use or access the Mywealth Services if you are under 18 years old.

## 2. Acceptance Of Terms

2.1 These Terms of Use set out details of the terms and conditions applicable to your use of the Mywealth Services. Your use of the Mywealth Services is also subject to the Main Terms and our Privacy Policy, which explains how we gather, use, disclose and manage your personal information.

2.2 Please ensure that you read these Terms of Use and our Privacy Policy carefully before you use the Mywealth Services.

2.3 You can only access and use the Mywealth Services if you accept and agree to be bound by these Terms of Use. If you do not accept and agree to these Terms of Use, you cannot use the Mywealth Services.

2.4 Your agreement to these Terms of Use means, amongst other things, you accept that:

- a. the Mywealth Services are intended to make it easier for you to manage your finances by providing you with the ability to view details of your overall financial position in one place, they are not intended to be used for the purposes of making any investment, financial or other decisions;
- b. we are not responsible for the accuracy of the information we obtain from you via Manual Account Aggregation that is displayed or reported via your Mywealth Account or any of the other Mywealth Services;
- c. you are responsible for verifying the accuracy of the information displayed in your Mywealth Account from an independent source before you rely on it in order to make any investment, financial or other decision, or any other change to your personal financial strategy; and

- d. we are not responsible for any investment, financial or other decision that you make on the basis of the information which you access via your Mywealth Account and/or the Mywealth Services.

## 3. Cost of the Mywealth Service

You are permitted to use your Mywealth Account and the Mywealth Services free of charge. We reserve the right, in our sole discretion, to amend or change our pricing policy for your Mywealth Account and the Mywealth Services, but will not do so without giving you at least 30 days prior written notice.

## 4. Information and data integrity

4.1 Whilst we will endeavour to ensure that the information displayed in your Mywealth Account is accurate, we are not responsible for and cannot guarantee the accuracy or timeliness of the information which is displayed in your Mywealth Account and/or that you access via the Mywealth Service. You are solely responsible for keeping Manual Account Aggregation up to date.

4.2 There may also be technical or other issues which are beyond our reasonable control, such as the failure of the internet, software and/or hardware malfunction, or other service interruptions, which result in our failure to obtain accurate and up-to-date data or cause the corruption of the data which is displayed. We are not responsible for the timeliness, accuracy, deletion, non-delivery or failure to store any of your data, corruption or loss of your data, or your inability at any time to access your Mywealth Account and/or the Mywealth Services.

## 5. Restrictions in relation to the use of the Mywealth Services

You agree that you will not use your Mywealth Account and/or the other Mywealth Services for any of the following:

- i. for illegal purposes,
- ii. for resale or for any other commercial use, as they are intended solely for your personal use;
- iii. to reverse engineer or decompile any associated technology, including but not limited to any associated software applications, Java applets or plug-ins;
- iv. with any robot, spider, webcrawler, scraper, deep link or similar automated extraction or data gathering mechanism, program or tool to access, copy or monitor any information; or

- v. linking with financial institutions through unauthorised means, including but not limited to, by using an automated device, script, robot, spider, webcrawler or scraper.

## 6. Third party licensors

To facilitate our provision of the Mywealth Services, we license software, tools and services from third party licensors. From time to time, we may revise these Terms of Use at the request of a third party licensor in order to include additional pass-through terms with respect to any third party licensor.

## 7. Intellectual property rights

- 7.1 The technology and content used to offer, or provided in connection with, the Mywealth Services, including but not limited to your Mywealth Account and Financial Dashboard, browser software plug-in, smart phone software and tablet software, are either owned by us or licensed by us from third party licensors. That content includes the look and feel of your Mywealth Account, all our promotional materials, and all text, graphics, photographs, illustrations, images, videos, tutorials, notices, software and other content which is accessed via the Mywealth Services, all of which is protected by the copyright law, trademark, patent and other intellectual property laws.
- 7.2 For the purposes of the Mywealth Services, we grant you a non-exclusive, limited, royalty-free, revocable licence to use the content during the time that you use the Mywealth Services solely for the purpose of facilitating your personal, non-commercial use of the Mywealth Services. Except as expressly permitted by this clause, you may not copy, reproduce, perform, create derivative works from, republish, upload, post, transmit, or distribute in any way whatsoever any of our content, information or trademarks without our express prior written consent.

## 8. General disclaimers of liability

- 8.1 Your Mywealth Account and the Mywealth Services are provided on an "as is" and "as available" basis which means that neither we nor any of our associated companies, directors, employees, other agents or licensors ("Relevant Persons" and each a "Relevant Person") are responsible for any errors or omissions made by you, or errors or omissions in the content, information or other data and documents which are referenced by, linked to or provided by or via the Mywealth Services. We expressly exclude all warranties of any kind regarding the Mywealth Services and all information, products and other content included in or accessible via the Mywealth Services, whether express or implied, including Financial Insights, Mywealth Features and Mywealth Tools. Your use of your Mywealth Account and the Mywealth Services, and all information, products and other content (including that of third parties) included in or accessible via the Mywealth Services, is at your sole risk.

- 8.2 Without limiting the generality of the foregoing, neither we nor any Relevant Person will be liable for the accuracy or reliability of any information, data or content, for any service interruptions, or for any failure or delay resulting from any acts of force majeure or acts that are otherwise outside of our or their reasonable control, or any internet or telecommunications failure or your inability to access your Mywealth Account and/or the Mywealth Services. Nor can we or any Relevant Person guarantee the complete security of your Mywealth Account and/or the Mywealth Services, that the quality of any services, information, or other data obtained by you via the Mywealth Services will meet with your expectations or that any errors in the technology will be corrected.

- 8.3 You agree that any downloads of content from your Mywealth Account and/or the Mywealth Services is done at your own risk and you are solely responsible for any damage to your computer/system or loss of data that results from the download of, or access to, any such content. In addition, we cannot always anticipate technical or other difficulties with your Mywealth Account and/or the Mywealth Services, either presently or as they evolve, your Mywealth Account and/or the Mywealth Services may contain bugs, errors or other problems, which may result in loss of data or settings.

- 8.4 Neither we nor any Relevant Person shall be responsible for investment, financial or other decisions, damages, or other losses resulting from the use of your Mywealth Account and/or the Mywealth Services.

## 9. Limitation of liability

- 9.1 To the maximum extent permitted by applicable law, our liability to you under these Terms of Use, and that of each Relevant Person to you, shall not exceed £100.

- 9.2 Neither we nor any Relevant Person shall in any event be liable for any special, incidental, indirect or consequential damages of any kind, any investment loss, or for damages measured by lost profits, or for damages for lost opportunity, loss of goodwill, loss of use, loss of data or other intangible or speculative losses, even if we had been advised of the possibility of such damages, resulting from the use or inability to use your Mywealth Account and/or the Mywealth Services; the cost of substitute services; any products, data, information or services purchased or obtained or messages received or transactions entered into, through or from the Mywealth Services; unauthorised access to or alteration of your transmissions or data, statements or conduct of anyone related to your Mywealth Account and/or the Mywealth Services; the performance or non-performance of any Third Party Financial Institution; or any Third Party Service Provider or third party website, or any other matter relating to your Mywealth Account and/or the Mywealth Services.

- 9.3 The Mywealth Services may be available through a compatible mobile device, internet and/or network access and may require software. You agree that you are solely responsible for these requirements, including any applicable changes, updates and fees

as well as the terms of your agreement with your mobile device and telecommunications provider. We make no warranties or representations of any kind, express, statutory or implied as to: (i) the availability of telecommunication services from your provider and access to the services at any time or from any location; (ii) any loss, damage, or other security intrusion of the telecommunication services; and (iii) any disclosure of information to third parties or failure to transmit any data, communications or settings connected with the services.

## 10. Ending or reducing the scope of your use of the Mywealth Services

10.1 These Terms of Use will continue to apply until your use of the Mywealth Services is terminated by either you or us as set out below. If you want to terminate your use of the Mywealth Services, you may do so by closing your Mywealth Account. To close your Mywealth account you should delete all of the entries in your Mywealth account.

10.2 The closure of your Mywealth Account will not result in the closure of any other AJ Bell account you have open with us.

10.3 We reserve the right to terminate your use of the Mywealth Services (by providing an email notice of such termination) if (i) you breach any terms of the Agreement (or act in a manner which we reasonably believe indicates that you intend to do so, or will not comply with the terms of the Agreement); (ii) if we believe we are required to do so by law (for example, if the provision of the Mywealth Services to you is, or becomes, unlawful); (iii) if we decide to withdraw the Mywealth Services, in whole or in part; or (iv) if you no longer hold any other active AJ Bell account. The termination of your use of the Mywealth Services will not affect any of our or your rights or obligations under this Agreement in relation to the period prior to termination or effect your right to use any of the other AJ Bell products or services we provide you with from time to time.

## 11. Changing these Terms of Use or the Mywealth Services

11.1 We may change these Terms of Use at any time by giving you no less than 30 days prior notice. We may notify you of any changes at the email address associated with your AJ Bell account(s) and you agree to accept email communications, links to and/or our posting of details of any changes on the Mywealth page on the Website, and you agree that any of these means of our communicating a change in these Terms of Use constitutes adequate notice to you. Your continued access or use of your Mywealth Account and/or the Mywealth Services after we give such notice of any change will indicate your acceptance of and agreement to be bound by that change.

11.2 We may change, modify or discontinue the Mywealth Services, in whole or in part, or any features and functionality made available via the Mywealth Services, including Financial Insights, Mywealth

Features and Mywealth Tools, from time to time. If we decide to do so, we will post details of the change, modification or discontinuance on the Website, and when they will be made. We may also suspend your access to any Mywealth Services, with or without prior notice to you. You accept that we will not be liable to you or any third party for any such change, modification, discontinuance or suspension of the Mywealth Services.

## 12. No advice

The Mywealth Services are intended to help make managing your personal finances easier. Neither we nor the Mywealth Services give, offer or render any financial, investment, tax or other advice. Before making any financial or investment decisions, we recommend that you contact an independent financial advisor, or other appropriate professional person.

## 13. Headings

Clause headings in these Terms of Use are for ease of reference only and will not affect the interpretation of these Terms of Use.

## 14. Entire agreement

The Agreement and any other documents, if any, referred to in these Terms of Use, represents the entire understanding between both you and us regarding the Mywealth Services and the subject matter of these Terms of Use and supersede any prior statements or representations.

## 15. Incorporation of terms

15.1 The provisions of the Main Terms listed in this clause apply, with all necessary changes, to these Terms of Use:

- a. clause 3 Access to the Website
- b. clause 4 Using the Website
- c. clause 13 Your Personal Information
- d. clause 14 Communication
- e. clause 18 Making a Complaint
- f. clause 20 General

15.2 In the event of any conflict between these Terms of Use and the Main Terms, these Terms of Use will apply.

## 16. Interpretation

In these Terms of Use, the following definitions apply:

**Agreement:** these Terms of Use along with any other terms or policies referred to in these Terms of Use, including the Main Terms and Privacy Policy, as each is amended from time to time

**Financial Dashboard:** the information, collected through Manual Account Aggregation, will be used to display details of your overall financial position in your Mywealth Account. Your Mywealth

Account may include dashboards, charts, detailed transactional and other financial account data which is intended to make it easier for you to review your financial position

**Financial Insights:** we may use the information, which we collect through Manual Account Aggregation to generate insights into your financial affairs, to make suggestions about ways in which you could manage your finances more effectively and to provide you with details of other investment opportunities which may be appropriate

**Main Terms:** the terms and conditions of business for AJ Bell SIPP, ISA, Lifetime ISA and Dealing Account products, as amended from time to time

**Manual Account Aggregation:** the information about your financial affairs that you manually enter into your Mywealth Account from time to time in order to display details of your overall financial position

**Mywealth Account:** the account we open for you through which you can view details of your overall financial position via the Financial Dashboard on the basis of your Manual Account Aggregation information

**Mywealth Features:** any optional features that we make available for use as part of the Mywealth Services from time to time

**Mywealth Services:** the financial information services that we make available for you via your Mywealth Account, including Financial Insights, Mywealth Features and Mywealth Tools, from time to time  
**Mywealth Tools:** any optional tools that we make available for use as part of the Mywealth Services from time to time

**Privacy Policy:** the privacy policy available on the Website as amended from time to time

**Terms of Use:** the terms and conditions in relation to the use of the Mywealth Services set out in this document, as amended from time to time

**Website:** the website at [www.ajbell.co.uk](http://www.ajbell.co.uk)