

## Curtis Banks Secure Portal Conditions of Use

### 1 Accessing our services

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- 1.1 If You experience difficulties accessing any of our services due to personal circumstances, we may be able to make some adjustments to help You. Please contact our Client Management Team on 0370 414 7000 or cmt@curtisbanks.co.uk to discuss any support adjustments that may be available to You.

### 2 Definitions

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- 2.1 The following terms shall have the following meanings:
- 'Authorised Machine' - computer or software in Your Equipment and Software that has been configured to access the Secure Portal and to which a UserID has been allocated.
  - 'Authorised Person' - a person who has been authorised by You to access the Secure Portal and to whom a UserID has been issued by Curtis Banks.
  - 'Conditions of Use' - the terms and conditions set out here as provided within the Website Terms of Use and Privacy Policy.
  - 'Curtis Banks' - Curtis Banks Limited whose registered office is at Dunn's House, St Pauls Road, Salisbury, SP2 7BF (Company number 6758825).
  - 'Data' - the data and information relating to Curtis Banks' clients.
  - 'Equipment and Software' - Your equipment, software internet and other network connections.
  - 'IFA Terms of Business' - the agreement between You and Curtis Banks governing how the two parties do business together.
  - 'Permissions' - means the level of access and permissions assigned to an Authorised User, whether Top Level Administrator (TLA), IFA or Support and as further detailed on the Secure Portal.
  - 'Privacy Policy' - means the Curtis Banks Privacy Policy.
  - 'Secure Portal' - Curtis Bank's web infrastructure and related computer systems providing a single point of access to the Data.
  - 'Third Party Data' - means any third party data feeds that are available via the Secure Portal.
  - 'User ID' - a UserID(s), logon names, PIN, passwords or other measurements allocated to an Authorised Person or an Authorised Machine from time to time by or on behalf of Curtis Banks to enable access to and use of the Secure Portal.
  - 'Website Terms of Use' - the terms of use on Curtis Bank's main website.
  - 'You, Your' - the company or other corporate body, firm, partnership, or other organisation, or other person who uses the Secure Portal.
- 2.2 References to specific enactments or rules include reference to those enactments or rules as amended, re-enacted or replaced from time to time.

### 3 Summary

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- 3.1 These Conditions of Use set out the terms between You and Curtis Banks under which you may access the Secure Portal. These Conditions of Use apply to all users of, and visitors to, the Secure Portal.
- 3.2 Your use of the Secure Portal means that you accept, and agree to abide by, all statements in these Conditions of Use, our Website Terms of Use and Privacy Policy. Where an individual agrees to these Conditions of Use on behalf of a company or other corporate body, firm, partnership, or other organisation, the individual warrants that he/she has the authority to do so and to contractually bind the relevant organisation.
- 3.3 The Secure Portal is operated by Curtis Banks Limited. We are registered in England and Wales under company number 6758825 and we have our registered office at Dunn's House, St Pauls Road, Salisbury, SP2 7BF. Our VAT number is 207996471.
- 3.4 We are authorised and regulated by the Financial Conduct Authority ('FCA'), (FCA Number 492502).
- 3.5 You must at all times retain all authorisations, permissions, authorities, licences and skills necessary for You to carry out Your activities under these Conditions of Use and the IFA Terms of Business, and will act honestly and professionally and in all respects comply with all rules and regulations applicable to You.

### 4 Connection and Use of Equipment and Software

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- 4.1 You shall ensure that You have the Equipment and Software necessary to obtain access to the Secure Portal. Curtis Banks shall not have obligations or liability in respect of any failure to access the Secure Portal due to any defect or failure of the Equipment and or Software.
- 4.2 You shall access the Secure Portal via the internet or such other electronic means of access or communication as may be reasonably required by Curtis Banks from time to time.
- 4.3 Curtis Banks may at any time require You to (or may itself) disconnect the Equipment and Software from accessing the Secure Portal if in the opinion of Curtis Banks the Equipment and Software is or has been the cause or contributory factor of or is likely to be the cause of failures, interruptions, errors or defects in the Secure Portal or the Data.

4.4 You shall ensure that

- 4.4.1 Your Equipment and Software is used in such a manner as will not adversely affect or corrupt the Secure Portal or Data or any other software which may be used by Curtis Banks or used in the Secure Portal; and
- 4.4.2 Your Equipment and Software is not used to access or retrieve any Data which You are bit entitled to access.

4.5 Curtis Banks may at any time:

- 4.5.1 suspend access to the Secure Portal for the purposes of repair, maintenance, support of or changes to the Secure Portal, or if there is or if Curtis Banks believes there to be, any fault in the Secure Portal or Data; and/or
- 4.5.2 change the specification of the Equipment and Software for access to the Secure Portal.

## 5 User ID and Access to the Secure Portal

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5.1 You shall ensure that

- 5.1.1 each Authorised Person:
  - only uses their individual UserID, as allocated to them for the assigned Permissions.
- 5.1.2 where an Authorised Machine is used to obtain access to the Secure Portal:
  - only the individual UserID allocated to the Authorised Machine is used; and
  - the Authorised Machine has been properly configured to access the Secure Portal.

You shall not allow:

- 5.2
  - 5.2.1 simultaneous access to the Secure Portal using the same UserID;
  - 5.2.2 the transfer or sharing of a UserID or password;
  - 5.2.3 a person to access the Secure Portal via a UserID issued to another Authorised Person, even if the Authorised Person no longer works for you.

You shall notify Curtis Banks immediately if a UserID:

- 5.3
  - 5.3.1 becomes known or accessible to someone other than an Authorised Person; or
  - 5.3.2 is no longer to be used by the person to whom or the Authorised Machine to which the UserID was allocated.

5.4 On becoming aware of any unauthorised use of or access to the Secure Portal or other breach of these Conditions of Use You shall take reasonable steps to ensure that such use or activity ceases and to prevent a recurrence of it.

5.5 If a UserID has not been used to gain access to the Secure Portal for a period of one year, Curtis Banks may cancel that UserID without giving prior notice to You.

## 6 Prohibited Uses

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6.1 You and any Authorised Person shall only access the Secure Portal for lawful purposes.

6.2 You and any Authorised Person shall not use the Secure Portal:

- 6.2.1 in any way that breaches any applicable local, national or international law or regulation;
- 6.2.2 in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;
- 6.2.3 for the purpose of harming or attempting to harm minors in any way;
- 6.2.4 to send, knowingly receive, upload, download, use or re-use any material which does not comply with our content standards as set out below;
- 6.2.5 to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any form of similar solicitation (spam);
- 6.2.6 to knowingly transmit any Data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any of the Secure Portal or Data or any other computer software, hardware or network used by Curtis Banks.

6.3 You and Authorised Persons shall not:

- 6.3.1 reproduce, duplicate or copy with the intent to re-sell any part of the Secure Portal or the Data;
- 6.3.2 make alterations to, or modifications of, the whole or any part of the Secure Portal or Data;
- 6.3.3 disassemble, decompile, reverse-engineer or create derivative works based on the whole or any part of the Secure Portal or Data or attempt to do any such thing;
- 6.3.4 access without authority, interfere with, damage or disrupt:
  - any part of the Secure Portal or Data;
  - any equipment and/or software on which the Secure Portal and Data are stored;
  - any equipment and/or software used in the provision of the Secure Portal and Data; or
  - any equipment and/or software or network owned or used by any third party which are used to deliver the Secure Portal and the Data.

## 7 Content Standards

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- 7.1 These content standards apply to any and all material and **Data** which **You** contribute via the **Secure Portal** (contributions). **You** must comply with the spirit and the letter of the following standards. The standards apply to each part of any contribution as well as to its whole.
- 7.2 Contributions must
- be accurate (where they state the facts);
  - be genuinely held (where they state opinions);
  - comply with applicable law in the UK and in any country from which they are posted.
- 7.3 Contributions must not:
- contain any material which is defamatory of any person;
  - contain any material which is obscene, offensive, hateful or inflammatory;
  - promote sexually explicit material;
  - promote violence;
  - promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
  - infringe any copyright, database right or trade mark of any other person;
  - be likely to deceive any person;
  - be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence;
  - promote any illegal activity;
  - be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety;
  - be likely to harass, upset, embarrass, alarm or annoy any other person;
  - be used to impersonate any person, or to misrepresent **your** identity or affiliation with any person;
  - give the impression that they emanate from us, if this is not the case;
  - advocate, promote or assist any unlawful act such as (by the way of example only) copyright infringement or computer misuse.

## 8 Suspension and Termination

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- 8.1 Without prejudice to its other rights and remedies under these **Conditions of Use** and in law, if **You** commit a material or persistent breach of these **Conditions of Use** (for the avoidance of doubt and without limitation, any breach of clauses 4, 5 or 6 shall be deemed a material breach), or if the **IFA Terms of Business** are suspended or terminated for any reason, **Curtis Banks** may take all or any of the following actions:
- 8.1.1 immediate, temporary or permanent withdrawal of **Your** right to use the **Secure Portal**;
- 8.1.2 immediate, temporary or permanent removal of any posting or material uploaded by **You** to the **Secure Portal**;
- 8.1.3 issue of a warning to **You**;
- 8.1.4 legal proceedings against **You** for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach;
- 8.1.5 further legal action against **You**;
- 8.1.6 disclosure of such information to law enforcement authorities as **Curtis Banks** reasonably feels is necessary.
- 7.2 **Curtis Banks** excludes liability for actions taken in response to breaches of these **Conditions of Use**. The remedies described in this clause are not limited, and **Curtis Banks** may take any other action it reasonably deems appropriate.

## 9 Use of Information

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- 9.1 **Curtis Banks** will collect personal information about each **Authorised Person** and may use and process that information:
- 9.1.1 to allow it to check the firm's financial standing;
- 9.1.2 to enable it to ensure that **You** are using the **Secure Portal** in an appropriate manner;
- 9.1.3 to contact **You** and **Authorised Users** about use of the **Secure Portal**;
- 9.1.4 to be used for reporting and statistical purposes; and
- 9.1.5 for any other appropriate purpose or use including sharing information with other government departments and agencies or enforcement agencies.

For further details of the **Curtis Banks**' use of information please see our **Privacy Policy**.

## 10 Changes to these Conditions of Use

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- 10.1 We may revise these **Conditions of Use** at any time. You are expected to check this page from time to time to take notice of any changes we make, as they are legally binding on You if you continue to access the **Secure Portal**. Some of the provisions contained in our **Conditions of Use** may also be superseded by provisions or notices published elsewhere on our website or **Secure Portal**.
- 10.2 These conditions are to be governed and construed according to English law. Any dispute arising under them will be subject to the jurisdiction of the courts of England and Wales.

## 11 Intellectual Property and Other Rights

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- 11.1 You acknowledge that all intellectual property rights in the **Secure Portal** and **Data** anywhere in the world belong to **Curtis Banks** or its licensors, and that You have no rights in, or to, the **Secure Portal** or **Data** other than the right to use them in accordance with these **Conditions of Use**.
- 11.2 You remain the legal owner of any Contributions you upload via the **Secure Portal**. You grant **Curtis Banks** a non-exclusive, royalty-free, transferable, sub-licensable, perpetual, worldwide license to use such Contributions.

## 12 Warranties & Disclaimer

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- 12.1 Whilst **Curtis Banks** shall use reasonable endeavors to make the **Secure Portal** and **Data** available and to ensure the accuracy of **Data** **Curtis Banks** does not represent or warrant that the provision of the **Secure Portal** or **Data** will be uninterrupted or error-free. There will be occasions when Your use of the **Secure Portal** and **Data** may be interrupted, including for scheduled maintenance or upgrades, for emergency repairs, or due to failure of the telecommunications links and/or equipment and, due to the nature of making data available via the internet, the **Data** may not always be error-free.
- 12.2 Other than as detailed in these conditions, **Curtis Banks** hereby disclaims any and all warranties, whether expressed or implied, including but not limited to those as to quality, fitness for purpose, non-infringement, title, quiet enjoyment, or freedom from viruses or malware.

## 13 Limitation of Liability

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- 13.1 You acknowledge that the **Secure Portal** has not been developed to meet Your individual requirements.
- 13.2 **Curtis Banks** will have no liability to You for any loss of profit, loss of business, business interruption, or loss of business opportunity (whether direct or indirect and whether or not foreseeable).
- 13.3 Subject to clause 12.2 and 12.4, **Curtis Banks**' maximum aggregate liability under or in connection with Your use of the **Secure Portal** (including your use of any Services) whether in contract, tort (including negligence) or otherwise, shall in all circumstances be limited to £500.
- 13.4 Nothing in these **Conditions of Use** shall limit or exclude our liability for:
  - death or personal injury resulting from our negligence;
  - fraud or fraudulent misrepresentation; and
  - any other liability that cannot be excluded or limited by English law.

## 14 Events outside of our Control

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- 14.1 **Curtis Banks** will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these **Conditions of Use** that is caused by any act or event beyond our reasonable control, including failure of public or private telecommunications networks.

## 15 Other Important Terms

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- 15.1 **Curtis Banks** may transfer its rights and obligations under these **Conditions of Use** to another organisation, but this will not affect Your rights. You may only transfer your rights or obligations under these **Conditions of Use** to another person if we agree in writing.
- 15.2 These **Conditions of Use**, together with any documents referred to in them constitute the entire agreement between You and **Curtis Banks** and govern your use of the **Secure Portal**, superseding any prior agreements between You and **Curtis Banks**.
- 15.3 No third party shall have the right to enforce any provision in the **Conditions of Use**.

## 15 Other Important Terms (continued)

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- 15.4 If Curtis Banks fails to insist that You perform any of Your obligations under these Conditions of Use, or if Curtis Banks does not enforce its rights against You, or if Curtis Banks delays in doing so, that will not mean that Curtis Banks has waived its rights against You and will not mean that You do not have to comply with these obligations. If Curtis Banks does waive a default by You, it will only do so in writing, and that will not mean that Curtis Banks will automatically waive any later default by You.
- 15.5 Each of the clauses in the Terms operates separately. If any court or competent authority decides that any of them are unlawful or unenforceable, the remaining provisions will remain in full force and effect.

## 16 Declaration

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- I have read and abided by the statements in these Secure Portal Conditions of Use.

## 17 Signature

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To be signed by a director or partner of the firm making this application:

Name of signatory	<input type="text"/>
Signature	<input type="text"/>
Date	<input type="text"/>
Capacity	<input type="text"/>
Telephone number	<input type="text"/> <input type="text"/>
Company	<input type="text"/>
FCA Number	<input type="text"/>

Curtis Banks Limited,  
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curtisbanks.co.uk

**Call charges will vary. We may record and monitor calls.**

Curtis Banks Limited is a company registered in England & Wales (registered number 06758825) and is authorised and regulated by the Financial Conduct Authority (number 492502) with its registered address at Dunn's House, St Paul's Road, Salisbury, SP2 7BF. PAM COND 0724 July 2024

