



# **TERMS AND CONDITIONS OF THE MYRATHBONES SERVICE**

**JULY 2024**

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These Terms and Conditions of the MyRathbones Service (MyRathbones Terms) apply to all MyRathbones Users in their use of the digital services described in these terms (MyRathbones Service) so it is important to read them carefully before proceeding to use the MyRathbones Service, whether using the App or the Website. We recommend that you download and store a copy of the MyRathbones Terms from the MyRathbones dashboard once you have accepted them.



## 1. INTRODUCTION

- 1.1 These MyRathbones Terms apply to the provision by us of the MyRathbones Service and set out the terms and conditions on which MyRathbones Users may use the App or the Website to access the MyRathbones Service. The MyRathbones Terms apply from the date you register and accept the MyRathbones Terms in the App or on the Website.
- 1.2 In these MyRathbones Terms, “we”, “us” or “our” means, as applicable, either:
  - 1.2.1 Rathbones Investment Management Limited (Rathbones UK) where Rathbones UK provides you with investment services; or
  - 1.2.2 Rathbones Investment Management International Limited (Rathbones Jersey) where Rathbones Jersey provides you with investment services.
- 1.3 The MyRathbones Service is an additional facility which we may (but are not obliged to) make available to you or a person designated by you (which may include, if applicable, individuals employed by such person) (Connected Person) on request. We may make the MyRathbones Service available to you if:
  - 1.3.1 you have entered into our standard terms of business for investment management services (Terms of Business), as amended from time to time, and we have accepted your application and registration for the MyRathbones Service (and as such you are our Client); or
  - 1.3.2 a Client (as described in Term 1.3.1 above) has requested that you are provided with access to the MyRathbones Service by notifying us that you are a Connected Person, and we have accepted your application and registration for the MyRathbones Service.
- 1.4 If you fall within either of Terms 1.3.1 or 1.3.2 above, you will be bound by these MyRathbones Terms whenever you use the MyRathbones Service. In these MyRathbones Terms, we will refer to you as you or a MyRathbones User.
- 1.5 Certain provisions of these MyRathbones Terms will only apply to you if you are a Client

or a Connected Person. Additionally, these MyRathbones Terms may also apply to you differently depending on whether you access the MyRathbones Service using the App or the Website. We have explained in these MyRathbones Terms where this is the case.

- 1.6 Terms that are capitalised in these MyRathbones Terms that are not explained within the text of the MyRathbones Terms are explained in the definitions set out in Appendix 1.
- 1.7 If you are a Client, you agree and acknowledge that:
  - 1.7.1 the MyRathbones Terms constitute part of, and should be read in conjunction with, the Terms of Business between you and us as amended from time to time; and
  - 1.7.2 in the event of a conflict between these MyRathbones Terms and the Terms of Business, the MyRathbones Terms shall prevail in respect of any matter relating to the MyRathbones Service, unless expressly provided otherwise by us.

## 2. ABOUT US

- 2.1 Rathbones UK is authorised by the Prudential Regulation Authority and is regulated by the Financial Conduct Authority and the Prudential Regulation Authority. The Financial Conduct Authority's present contact address is 12 Endeavour Square, London E20 1JN. The Prudential Regulation Authority's present contact address is 20 Moorgate, London EC2R 5DA. Rathbones UK is entered on the Financial Services Register with registration number 116316.
- 2.2 Rathbones UK's registered office is at Port of Liverpool Building, Pier Head, Liverpool L3 1NW and its head office is at 30 Gresham Street, London EC2V 7QN. The telephone number of Rathbones UK's head office is 020 7399 0000. Rathbones UK's company number is 01448919.
- 2.3 Rathbones Jersey is regulated by the Jersey Financial Services Commission and its registered number is RC50503.
- 2.4 Rathbones Jersey's registered office is at 26 Esplanade, St Helier, Jersey JE1 2RB.

- 2.5 Details of all our offices are available on our Website.

### 3. THE MYRATHBONES SERVICE

- 3.1 The MyRathbones Service enables you to:

- 3.1.1 access information in relation to a Portfolio which belongs to you or in relation to which you are a Connected Person (or, as applicable, you are employed by or associated with such Connected Person) (the Information). The Information provided to you via the MyRathbones Service is provided by us in accordance with the provisions in Term 6; and
- 3.1.2 send to us and receive messages from us via the secure message portal within the MyRathbones Service (the Secure Message Portal). However, we will only act on instructions sent via the MyRathbones Service where the instruction is sent to us from our Client or a third party authorised by our Client (meaning a person validly appointed under a power of attorney or who has delegated authority from our Client, in each case evidenced in a form satisfactory to us). At our sole discretion, we may confirm messages/instructions submitted to us via the Secure Message Portal prior to acting on them by either telephoning you or by requiring you to confirm the instructions in writing. For some instructions we will require you to provide us with additional documentation before we can act on the instruction. In addition, communications received by us through the Secure Message Portal are subject to the provisions specified in Term 8 of these MyRathbones Terms.

- 3.2 The MyRathbones Service is primarily intended as a tool for accessing Information. The MyRathbones Service does not allow you to initiate an automated payment transaction.

- 3.3 We may at our sole discretion add to or remove from the MyRathbones Service particular features, functionality or Information from time to time (including by updating the App or the Website). We may change the access requirements for the MyRathbones Service at

any time. We will notify you of such changes appropriately and issue revised Terms where applicable.

### 4. REGISTERING TO USE THE MYRATHBONES SERVICE

- 4.1 In order to apply for the MyRathbones Service, you must either:
- 4.1.1 access the Website via your Internet browser and complete and submit the application form that can be found here [www.MyRathbones.com](http://www.MyRathbones.com); or
- 4.1.2 download the App (from the Apple App Store, if you intend to use the App on an iOS device such as an Apple iPhone or iPad, or from the Google Play Store, if you intend to use the App on an Android device such as a smartphone or tablet not produced by Apple) and, having installed the App, complete and submit the application form displayed within the App. Please note that we are not obliged to accept your application or to provide the MyRathbones Service to any particular Client or Connected Person. We will endeavour to process applications promptly but we do not commit to any particular time for accepting new registrations.
- 4.2 Once you have applied to register for the MyRathbones Service and this application and registration has been accepted by us or if you previously accessed another of our online services, a User ID and password will be emailed to you at the email address we have registered for you.
- 4.3 When you sign in (using the App or the Website) after receiving a password from us, you will be asked to accept the MyRathbones Terms by clicking the "Accept" button. Once you have accepted the MyRathbones Terms, you will be asked to change the default password we have provided to a password selected by you (subject to a required configuration).
- 4.4 The password specified in Term 4.3 will constitute Security Information for the purposes of these MyRathbones Terms. Once the Security Information has been provided to us you will then be able to use the MyRathbones Service.

## 5. MYRATHBONES USERS' OBLIGATIONS

- 5.1 If you are the Client and have requested that a Connected Person is provided access to the MyRathbones Service, the following will apply to you:
  - 5.1.1 you acknowledge that the Connected Person will have the ability to view your Portfolio(s). Where the Connected Person is a financial adviser, intermediary, professional adviser or similar, the services provided by that Connected Person to you may require individuals employed by or associated with the Connected Person to have the ability to view your Portfolio(s) to provide you with those services;
  - 5.1.2 you agree that we may provide the Connected Person (including their employees or associates, where applicable) with access to the MyRathbones Service where we receive requests that we reasonably believe to be from the Connected Person for this purpose;
  - 5.1.3 if you require details of the MyRathbone Users who have access to Information about your Portfolio(s) please request this information through the Secure Message Portal (which is described further at Term 8 below); and
  - 5.1.4 we will not be liable to you for any loss suffered by you as a result of a Connected Person or the individuals referred to in Term 5.1.1 having access to data about you or your Portfolio(s) via the MyRathbones Service.
- 5.2 If you are a Connected Person, you agree that:
  - 5.2.1 you are responsible for ensuring that you and all individuals for whom you request access to the MyRathbones Service comply at all relevant times with these MyRathbones Terms;
  - 5.2.2 you will notify us of all individuals who will have access to the MyRathbones Service and that you will notify us immediately of any changes to the same;
  - 5.2.3 you are responsible for ensuring that only you and the individuals you have notified to us are able to access the MyRathbones Service;
  - 5.2.4 you will ensure that any individuals who are no longer required to access the MyRathbones Service are reported to us promptly in order to have their access terminated;
  - 5.2.5 you will indemnify Rathbones against any claim from a Client which might arise from the error, omission, negligence, breach of applicable law or fraud committed by you or any individual for whom you have requested access or who may have access as a result of your action or inaction;
  - 5.2.6 you and the individuals you have notified to us will only use the MyRathbones Service in relation to the services you provide to the Client; and
  - 5.2.7 you and the individuals you have notified to us will cease to use the MyRathbones Service if you no longer provide services to the Client or no longer need access to the information provided on the MyRathbones Service.
- 5.3 You must not use the MyRathbones Service:
  - 5.3.1 to do anything illegal;
  - 5.3.2 to do anything which causes us reputational damage;
  - 5.3.3 in a way that could damage our systems or affect other users, for example by uploading malicious software code or data; or hacking in to the MyRathbones Service or our systems;
  - 5.3.4 to develop a functionally similar service or reverse engineer, adapt, modify or copy the MyRathbones Service or any of its underlying software code, or allow another person to do these things; or
  - 5.3.5 to make income by exploiting the use of MyRathbones Service.

## 6. PROVISION OF THE MYRATHBONES SERVICE

- 6.1 You agree that use of the MyRathbones Service, including but not limited to any User ID, password and any other Security Information is subject to the MyRathbones Terms.

- 6.2 You are responsible for providing and maintaining any mobile phones, computers or other devices that you use to access the MyRathbones Service. Technological changes from time to time may make the devices that you currently use to access the MyRathbones Service obsolete or otherwise unsuitable. Unless we advise you otherwise in writing, you should ensure that you are using the latest version of the App which we make available via the Apple App Store or the Google Play Store (as applicable), and/or you should ensure that you are using an up-to-date version of your Internet browser to access the MyRathbones Service via the Website (as applicable). We will not be liable for any costs or losses incurred by you as a result of your inability to access the MyRathbones Service caused by a defect or failure in your devices, including use of an outdated version of the App or an outdated Internet browser.
- 6.3 We reserve the right to change the MyRathbones Service at any time, even if this means that you need to update or replace the equipment that you use to access the MyRathbones Service. We accept no liability for any costs or losses you may incur as a result of such changes.
- 6.4 You are responsible for any telecommunication costs and/or charges that you incur while using the MyRathbones Service. We make no guarantee or representation as to the availability, speed or performance of the MyRathbones Service, and we accept no liability for these things, including where they are affected by the availability and speed of your Internet connection.
- 6.5 We take all reasonable steps to ensure the security of the MyRathbones Service and personal information of MyRathbones Users. These measures can be found via the "Security" link available via the MyRathbones Service. However, due to the nature of the Internet, we cannot guarantee absolute security at all times.
- 6.6 The MyRathbones Service provides an indicative valuation of the relevant Portfolio(s) only. The Information is provided to you on an "as is" and "as available" basis and at your sole risk without any warranties or representations as to its accuracy or completeness.

- 6.7 You accept that Information made available via the MyRathbones Service may not be updated for very recent transactions or corporate actions and, if illiquid investments are held, the price shown is the last reported price available to us. There may be transactions which have been entered into or which are in the process of settlement but which do not yet appear when using the MyRathbones Service. This can include stock or cash not yet allocated, or which has not yet been delivered to or taken out of an Account, Fund or Portfolio. Consequently, the Information provided may not be accurate at the time it is viewed, and you should not take any decision or provide advice in relation to Portfolio(s) based on the Information provided by the MyRathbones Service, and should always confirm the position within any Portfolio, Fund or Account with the Investment Manager who deals with the Portfolio, Fund or Account.

## 7. SECURITY

- 7.1 Once the registration process for the MyRathbones Service is complete we will never contact you to ask for your name, email and/or Security Information in full. If you receive any such request from anyone (even if they appear to be genuine) then it is likely to be fraudulent and you must not supply your Security Information in any circumstances. If you receive any such request please let us know immediately by contacting the Helpdesk using the details set out below in Term 7.7.
- 7.2 You agree to take all reasonable steps to keep your Security Information secret. Your right to use the MyRathbones Service is personal to you and you may not permit any other person to gain access to the MyRathbones Service using your own Security Information.
- 7.3 You must always keep your mobile phone, computer or other device secure and you are responsible for maintaining the confidentiality of your Security Information. In particular you agree to:
- 7.3.1 choose a password that will not be easily discovered by third parties and different from any you use for other online accounts, emails or social media;



- 7.3.2 keep your User ID, password and other Security Information confidential and secure, and not allow inappropriate access to your devices; and
- 7.3.3 close the App when you are not using it or log out of the MyRathbones Service at the end of each session when using the Website.
- 7.4 Some devices allow you to use your fingerprint or facial recognition technology for identification purposes. If this feature is enabled on your mobile phone, computer or other device then anyone whose fingerprint or facial pattern is registered on your mobile phone, computer or other device may be able to sign into the App and access the MyRathbones Service. Before enabling this feature, you should first delete any other fingerprints or facial patterns registered on the device. You must not activate this feature if you allow other people to access your mobile phone, computer or other device using their fingerprint or facial pattern. We will not be liable to you for any loss you may suffer if you breach this Term.
- 7.5 You must not use the MyRathbones Service or install or use the App on a jailbroken or rooted device. These devices have had their security features changed which makes them less secure.
- 7.6 If you forget your password, you can change it using the password reset feature available via the App or the Website. Confirmation of your request to reset your password will be sent by email to the registered email address that you have provided and will provide you with a unique access code that is used for completing the password reset process.
- 7.7 If you become aware of, or suspect any unlawful or unauthorised use of, the MyRathbones Service, or suspect that someone knows your password or any of your other Security Information, you must reset your password immediately, and contact the Helpdesk as soon as possible on 0800 151 3355 between the hours of 08:00 to 18:00 on Business Days or by email at [onlinehelp@rathbones.com](mailto:onlinehelp@rathbones.com) at any time. You must also let us know immediately if your mobile phone,

computer or other device has been lost or stolen. Once we have been told of this, we will block access to the MyRathbones Service from your mobile phone, computer or other device.

## **8. SECURE MESSAGE PORTAL**

- 8.1 If you send information/messages via the Secure Message Portal then this will be treated by us in the same way as an email message and will be considered an Electronic Communication under the Terms of Business.
- 8.2 You agree and acknowledge that:
  - 8.2.1 urgent, time sensitive and confidential communications should not be sent via the Secure Message Portal;
  - 8.2.2 messages sent to us via the Secure Message Portal are deemed to have been received by us at the time they are accessed by us. There may be a delay in processing messages received via the Secure Message Portal after we have received them;
  - 8.2.3 we will only act on instructions sent via the Secure Message Portal under the conditions referred to in Term 3;
  - 8.2.4 we may require a message sent to us via the Secure Message Portal to be confirmed over the telephone or in writing; and
  - 8.2.5 you must not use the Secure Message Portal to send any abusive, malicious or threatening communications, or any malicious software code.

## **9. TERMINATION OR SUSPENSION OF THE MYRATHBONES SERVICE**

- 9.1 You may terminate your right to use the MyRathbones Service at any time without giving us any reason. We may ask you to confirm this in writing, which can include by emailing us at [onlinehelp@rathbones.com](mailto:onlinehelp@rathbones.com) or by telephoning us on 0800 151 3355 during a Business Day between the hours of 08:00 and 18:00. Notice from you to terminate MyRathbones Service will operate only to terminate:

- 9.1.1 these MyRathbones Terms; and
- 9.1.2 your access to the MyRathbones Service.
- 9.2 If you are a Client, the following applies to you:
  - 9.2.1 unless specified otherwise, notice given by you in accordance with Term 9.1 will not affect the Terms of Business;
  - 9.2.2 you can ask us to terminate any use of the MyRathbones Service by any other MyRathbones User (except, where you are a joint client under the Terms of Business, any other joint client) related to your Portfolio(s) including any Connected Persons and any employees or persons associated with the Connected Person by giving us notice in writing and we will do so as soon as reasonably practicable;
  - 9.2.3 where you notify us that a Connected Person is no longer appointed by you, access to the MyRathbones Service for all MyRathbones Users associated with that Connected Person will be withdrawn as soon as reasonably practicable;
  - 9.2.4 if our agreement in respect of your own Portfolio(s) which is governed by the Terms of Business is terminated by you or us then your access to the MyRathbones Service will also terminate for all applicable MyRathbones Users at the same time; and
  - 9.2.5 subject to Term 9.2.4 above, no termination of the MyRathbones Service by us will affect any other service provided by us to you.
- 9.3 If you are a Connected Person, you may give us notice in accordance with Term 9.1 to terminate the right of an individual notified to us under Term 5.2.2 to use MyRathbones Service.
- 9.4 We may terminate your use of the MyRathbones Service at any time. Subject to any legal obligations that we may have or where to do so would compromise reasonable security measures or is otherwise unlawful we will normally give you reasonable notice before we do this but we may stop providing the MyRathbones Service and end this agreement

immediately if any of the circumstances set out in Term 9.5 below apply. Where we notify you that we will be ending your access to the MyRathbones Service the notice may be given in writing, by telephone, by means of the MyRathbones Service itself or by any other method of communication permitted under the Terms of Business. Where we permit you to re-access the MyRathbones Service following such termination, you will need to reset your password.

- 9.5 We reserve the right to terminate, suspend, withdraw or restrict the provision of the MyRathbones Service to you with immediate effect where we have reasonable grounds to suspect that:
  - 9.5.1 you have seriously or persistently broken these MyRathbones Terms;
  - 9.5.2 your Security Information has not been kept safe;
  - 9.5.3 you have acted unlawfully or fraudulently or there has been unauthorised or fraudulent use of your Security Information;
  - 9.5.4 we consider it appropriate for the security of the MyRathbones Service;
  - 9.5.5 you have put us in a position where we might break a law or regulation that applies to us; or
  - 9.5.6 we are required to do so by law.

Where we feel prior notice is appropriate and where we are lawfully able to do so, we will notify you of the time or date on which the MyRathbones Service will be terminated, suspended, withdrawn or restricted.

- 9.6 Once the reason for stopping or suspending your access to the MyRathbones Services no longer applies we will unblock the App or your access to the Website. We may require you to carry out instructions that we give you before we are able to do this.

## 10. PRIVACY AND COOKIES

- 10.1 We will use your Personal Data (including Personal Data supplied to us in connection with your use of the MyRathbones Service) in accordance with:



10.1.1 the UK General Data Protection Regulation and the Data Protection Act 2018 if your investment services are provided to you by Rathbones UK;

10.1.2 the Data Protection (Jersey) Law 2018 and the Data Protection Authority (Jersey) Law 2018 if your investment services are provided to you by Rathbones Jersey; and

10.1.3 if you are a Client, the Terms of Business.

For more information about how we collect and use your Personal Data and how we protect your Personal Data, please see our Privacy Policy available on our Website.

10.2 Each MyRathbones User should be aware that the MyRathbones Service uses 'cookies'. A cookie is a small text file which is transferred to your browser by a web server. For more information about the cookies used by the MyRathbones Service, please see our Cookie Policy available on the MyRathbones Website and App. By using the MyRathbones Service, you agree that we may use certain cookies as set out in the Cookie Policy.

## **11. THE EXTENT OF OUR RESPONSIBILITY FOR OUR ACTIONS AND THE ACTIONS OF OTHERS**

11.1 If you are a Client, the extent of our responsibility to you for our actions and the actions of others is as set out in the Terms of Business.

11.2 In addition, in respect of all MyRathbones Users using the MyRathbones Service:

11.2.1 we provide the MyRathbones Service "as is" and it is your responsibility to use it in an appropriate way. We will not be responsible for any loss you incur if the App or Website does not work as you expect or contains errors or defects. We cannot guarantee the accuracy, completeness or timeliness of any Information;

11.2.2 we make no warranty or representation that the MyRathbones Service will be accessible at all times and we do not

accept any responsibility for, and will not be liable for any loss or damage arising out of or in connection with, the MyRathbones Service being temporarily unavailable or restricted for any reason or if the access to it is slow. If the MyRathbones Service is unavailable or restricted, you can obtain Information on a Business Day by contacting the Investment Manager who deals with the relevant Portfolio, Fund or Account;

11.2.3 we accept no liability for any damage of any description, caused either directly or indirectly to you or to any other person as a result of the provision of the MyRathbones Service to you, including but not limited to damage resulting from malicious software (also known as malware). For example, spyware, ransomware, viruses or other such sources save in the case of our negligence, wilful default or fraud. Damage in relation to this Term includes, but is not limited to, damage to computer hardware or software or any other damage arising;

11.2.4 we will not be responsible to you for any loss you suffer if we are prevented from providing any part of the MyRathbones Service because of something a third party does; and

11.2.5 the MyRathbones Service is provided for use within the UK and is not intended to be used by persons located in countries where the corresponding service is prohibited under local law. We accept no responsibility for the use of or access to the MyRathbones Service where it is accessed from outside the UK.

## **12. INTELLECTUAL PROPERTY RIGHTS**

12.1 We own the copyright, database rights, trade marks and all other intellectual property rights relating to the Information, the App, the Website, the MyRathbones Service and the Security Information. You have no rights to the Information or to the Security Information other than as set out in these MyRathbones Terms.

- 12.2 We hereby grant you a non-transferable, non-exclusive licence to use the App (and all intellectual property rights therein) on your mobile phone, computer or other device, subject to these MyRathbones Terms. We reserve all other rights.
- 12.3 You may not copy, reproduce, duplicate, modify, adopt, lend, sell or otherwise transfer any of the Information from the MyRathbones Service except for the purpose of accessing the MyRathbones Service for your own personal use. Any attempt to copy or reproduce the App, the Website or the MyRathbones Service will constitute an infringement of our copyright and other intellectual property rights and we reserve all rights to take legal action in respect of such infringements.

### **13. CHANGES TO THE MYRATHBONES TERMS**

We can change the MyRathbones Terms at any time in accordance with the Terms of Business or by notifying you of a change when you next access the App or visit the Website. The new MyRathbones Terms will be displayed on-screen and you may be required to read and accept them before you are able to access and continue using the MyRathbones Service.

### **14. GENERAL PROVISIONS**

- 14.1 If any provision of these MyRathbones Terms is found to be invalid by any court having competent jurisdiction, the invalidity of that provision will not affect the validity of the remaining provisions of these MyRathbones Terms, which shall remain in full force and effect.
- 14.2 Failure by either party to exercise any right or

remedy under these MyRathbones Terms does not constitute a waiver of that right or remedy.

- 14.3 Headings in these MyRathbones Terms are for convenience only and will have no legal meaning or effect.

### **15. GOVERNING LAW**

- 15.1 If the investment services are provided to you (or a Client, if you are a Connected Person) by Rathbones UK:
- 15.1.1 these MyRathbones Terms and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these MyRathbones Terms shall be governed and construed in accordance with English law; and
- 15.1.2 we and you agree to submit to the non-exclusive jurisdiction of the English courts.
- 15.2 If the investment services are provided to you (or a Client, if you are a Connected Person) by Rathbones Jersey:
- 15.2.1 these MyRathbones Terms and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these MyRathbones Terms shall be governed and construed in accordance with the laws of Jersey; and
- 15.2.2 we and you agree to submit to the non-exclusive jurisdiction of the Jersey courts.

## APPENDIX 1

### Definitions

**Account** an account maintained by us in the Client's name which is used to hold the Client's cash including, without limitation, Income Accounts, Capital Accounts and Fixed Time Deposit Accounts (and other deposit accounts). If a Client has more than one Account, reference to Account should be taken to mean "each Account" or "the relevant Account" as the context may require.

**App** the MyRathbones mobile application which is available to download (from the Apple App Store or the Google Play Store) and through which the MyRathbones Service may be accessed using a mobile device.

**Business Day** means a weekday, excluding public and bank holidays in England, when the clearing banks in London are open for business if your (or the Client's) investment services are provided by Rathbones UK or a weekday, excluding public and bank holidays in Jersey, if your (or the Client's) investment services are provided by Rathbones Jersey.

**Capital Account** an account in the Client's name which is used to hold cash to facilitate the purchase and sale of investments in respect of the Client's Portfolio, as described in the Terms of Business.

**Connected Person** a person or persons specified by the Client under the Terms of Business (or otherwise notified by the Client to us in writing) as a connected person for the purposes of the administration of the Client's Portfolio.

**Fixed Time Deposit Account** an account in respect of a fixed time deposit offered by us, as described in the Terms of Business.

**Fund** a separately identified portion of assets within the Client's Portfolio. If a Client has more than one Fund, reference to Fund should be taken to mean "each Fund" or "the relevant Fund" as the context may require.

**Income Account** an account in the Client's name which is used to collect dividends and other income in respect of the Client's Portfolio, as described in the Terms of Business.

**Investment Manager** the individual who is appointed by us as the Client's Investment Manager in relation to the Client's Portfolio.

**Personal Data** personal data (as defined by the General Data Protection Regulation and the UK Data Protection Act 2018 if your (or the Client's) investment services are provided by Rathbones UK or as defined by the Data Protection (Jersey) Law 2018 and the Data Protection Authority (Jersey) Law 2018 if your (or the Client's) investment services are provided by Rathbones Jersey which is processed by us in connection with the MyRathbones Service.

**Portfolio** each portfolio of a Client's assets in respect of which we provide investment services under the Terms of Business under a single investment mandate, including any relevant Funds and Accounts where applicable. If a Client has more than one Portfolio, reference to Portfolio should be taken to mean "each Portfolio" or "the relevant Portfolio" as the context may require.

**Security Information** the User ID, password and other sensitive or unique identification information that is required to distinguish MyRathbones Users from one another, to authenticate their access to the MyRathbones Service, and for information security purposes.

**Website** our website available at [www.rathbones.com](http://www.rathbones.com), and specifically the webpages available at: [www.MyRathbones.com](http://www.MyRathbones.com) and [www.RathbonesOnline.com](http://www.RathbonesOnline.com) through which the MyRathbones Service and Rathbones Online Service respectively may be accessed using an Internet browser, as applicable