



Terms and Conditions of Client Portal Use

Canaccord Genuity Wealth Management

A trading name of Punter Southall Wealth Limited, a Canaccord Genuity company

October 2022

1 Terms and Conditions of use

- 1.1 This page (together with the documents referred to on it) tells you the terms and conditions of use (the Terms) on which you may make use of our client portal <https://clientportal.canaccordgenuity.com> and <https://clientportal.adamandcompany.co.uk> (our sites).
- 1.2 Please read these Terms carefully before you start to use the sites.
- 1.3 By accessing information contained on our sites, visiting or using our sites, you confirm that you accept these Terms and that you agree to abide by them. If you do not agree to these Terms, you must not access information on our sites, visit or use our sites.
- 1.4 When you visit, use or access information on our sites, our Cookies Policy and Privacy Notice (<http://www.canaccordgenuity.com/wealth-management-uk/punter-southall-wealth/terms-and-conditions/>) will also apply. By accessing information contained on our sites, visiting or using our sites, you confirm that you have read and understand these policies.
- 1.5 Our sites are only intended for residents of the United Kingdom over 18 years of age. In particular, the information contained on our sites is not intended for distribution to, or use by, any person or entity in the United States of America (being residents of the United States of America or partnerships or corporations organised under the laws of the United States of America or any state or territory thereof) or any other jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject Punter Southall Wealth Limited or any affiliates to any requirement to be registered or authorised within such jurisdiction or country. We do not represent that content available on or through our sites is appropriate for use or available in locations other than the United Kingdom or that it is appropriate for individuals under 18 years of age.
- 1.6 Separate terms and conditions will apply to the provision of any services or advice to you by Punter Southall Wealth Limited.

2 Information about us

<https://clientportal.canaccordgenuity.com> and <https://clientportal.adamandcompany.co.uk> are sites operated by Punter Southall Wealth (we or us), a trading name of Punter Southall Wealth Limited, which is a Canaccord Genuity Wealth Management Company. Punter Southall Wealth Limited is registered in England and Wales under company number 5374633 and has its registered office at 88 Wood Street, London EC2V 7QR.

Our sites contain information provided by or about Canaccord Genuity Wealth Management and its group companies (we or us), which are regulated by the Financial Conduct Authority (FCA). FCA Registration No. 478840.

3 Accessing our sites

- 3.1 Our sites is made available free of charge. We do not guarantee that our sites, or any content on it, will always be available or be uninterrupted. We reserve the right at any time to suspend, withdraw or restrict availability to all or any part of our sites, or close it indefinitely, without notice. We will not be liable if for any reason our sites is unavailable at any time or for any period.
- 3.2 You are responsible for making all arrangements necessary to have access to our sites. You are also responsible for ensuring that all persons who access our sites through your internet connection are aware of these Terms, and that they comply with them.

4 Intellectual property rights

- 4.1 We are the owner or the licensee of all intellectual property rights in our sites, and in the material published on it. Those works are protected, for example, by copyright laws and treaties around the world. All such rights are reserved.

- 4.2 You may print off one copy, and may download extracts, of any page(s) from our sites for your personal reference and you may draw the attention of others within your organisation to material posted on our sites.
- 4.3 You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.
- 4.4 Our status (and that of any identified contributors) as the authors of material on our sites must always be acknowledged.
- 4.5 You must not use any part of the materials on our sites for commercial purposes without obtaining a licence to do so from us or our licensors.
- 4.6 If you print off, copy or download any part of our sites in breach of these Terms, your right to use our sites will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

5 Reliance on information posted

- 5.1 Commentary and other materials posted on our sites are for general information only and are not intended to amount to advice on which reliance should be placed or an offer or solicitation to conduct investment, or non-investment business. You must obtain professional or specialist advice before taking, or refraining from taking, any action on the basis of the content on our sites.
- 5.2 Our sites may contain information provided by third parties which is believed by Punter Southall Wealth Limited to be reliable and accurate. However, Punter Southall Wealth Limited does not guarantee this.
- 5.3 We disclaim all liability and responsibility arising from any reliance placed on any materials on our sites by any visitor to our sites, or by anyone who may be informed of any of its contents.

6 Our sites changes regularly

- 6.1 We may update and change our sites and the content on the sites at any time.
- 6.2 Although we make reasonable efforts to update the information on our sites, we make no representations, warranties or guarantees, whether express or implied, that the content on our sites is accurate, complete or up to date.

7 Your account and passwords

- 7.1 If you choose, or you are provided with, a user identification code, password or any other piece of information as part of the security procedures on our sites, you must treat such information as confidential, and you must not disclose it to any third party.
- 7.2 Where you are responsible for setting or changing any passwords yourself, you must ensure that those are robust in accordance with practices generally in use in the IT industry from time to time.
- 7.3 You may authorise third party intermediaries and agents acting on your behalf to access any account which you operate via our sites by providing your login and password details to them. In such circumstances, you be responsible to us for the acts and omissions of those third parties as if those were your own acts or omissions and we shall be entitled without making further investigations to assume that any instruction given by such third parties via your account has been fully authorised by you.
- 7.4 We are only liable to you under these Terms and any third party who you provide with access to any account operated by you via our sites shall not have any right to enforce directly against us or to rely upon these Terms or any of the other documents which are incorporated into them.

- 7.5 We have the right without liability to you to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our opinion you have failed to comply with any of the provisions of these Terms or should we suspect fraudulent use of any such user identification code or password.
- 7.6 If you know or suspect that any person not authorised by you knows your user identification code or password (or should you wish to revoke any access which you may previously have granted to a third party) then you must promptly notify your Planner or Investment Manager. Following receipt of any such notification, we will use all reasonable endeavours to disable as soon as reasonably possible access to our sites using the user identification code or password in question but shall not be liable to you for any misuse of your account.
- 7.7 When logging onto our sites, you should always do so via the homepage or any dedicated login screen. Should you choose to access our sites via any other pages then that may result in you failing to see important notices relating to your use of our sites.

8 Provision of instructions

- 8.1 You acknowledge that the giving of instructions or providing of information via email, our sites or the internet is not a completely secure medium and as such you cannot be assured of complete privacy or security when using such means to communicate with us.
- 8.2 You must not use our sites or email to provide us with any time sensitive instructions and we will not be liable to you should we fail to action in sufficient time any instructions which you may issue to us via those means. Should you wish to issue any time sensitive instructions to us then please do so by speaking directly with your Investment Manager.

9 Our liability

- 9.1 Nothing in these Terms excludes or limits in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.
- 9.2 Different limitations and exclusions of liability will apply to liability arising as a result of the supply of any services or advice to you, which will be set out in the separate applicable terms and conditions.
- 9.3 Please note that we only provide our sites for domestic and private use. You agree not to use our sites for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- 9.4 Punter Southall Wealth Limited does not provide any technical support in relation to our sites. Notwithstanding the foregoing, if Punter Southall Wealth Limited does provide any technical support, then it is provided on a free of charge, as is basis and Punter Southall Wealth Limited does not accept liability for any loss or damage incurred or suffered in connection with the provision of such support.
- 9.5 Our sites may on occasion use pop-up windows to display certain types of information, please ensure that you have disabled pop-up blockers from your browser when using our website. Punter Southall Wealth Limited will not be held liable for any loss incurred as a result of your inability to view information resulting from the use of pop-up blockers.

10 Information about you and your visits to our sites

- 10.1 We will only process your personal information as set out in our [Privacy Policy](#).

11 Use of our sites

You may not use our sites:

- in any way that breaches any applicable local, national or international law or regulation;

- in any way that is unlawful or fraudulent or has any unlawful or fraudulent purpose or effect;
- for the purpose of harming or attempting to harm minors in any way;
- to bully, insult, intimidate or humiliate any person;
- to send, knowingly receive, upload, download, use or re-use any material which does not comply with the content standards in paragraphs 11.2 and 11.3 above;
- to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam); or
- 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 computer software or hardware.

You agree:

- not to reproduce, duplicate, copy or re-sell any part of our sites in contravention of the provisions of these Terms; and
- not to access without authority, interfere with, damage or disrupt:
- any part of our sites;
- any equipment or network on which our sites are stored;
- any software used in the provision of our sites; or
- any equipment or network or software owned or used by any third party.

12 Viruses, hacking and other offences

- 12.1 We do not guarantee that our sites will be secure or free from bugs or viruses. You are responsible for configuring your information technology, computer programmes and platform to access our sites. You should use your own virus protection software. We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our sites or to your downloading of any material posted on it, or on any website linked to it.
- 12.2 You must not misuse our sites by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to our sites, the server on which our sites are stored or any server, computer or database connected to our sites. You must not attack our sites via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you may commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our sites will cease immediately.

13 Linking to our sites

- 13.1 You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.
- 13.2 You must not establish a link from any website that is not owned by you.
- 13.3 Our sites must not be framed on any other site, nor may you create a link to any part of our sites other than the home page. We reserve the right to withdraw linking permission without notice. The website from which you are linking must comply in all respects with the standards set out in our Acceptable Use Policy.
- 13.4 If you wish to make any use of material on our sites other than that set out above, please address your request to Compliance, Canaccord Genuity Wealth Management, 88 Wood Street, London EC2V 7QR WMAdvisoryCompliance@canaccord.com Tel: 020 7665 4500. All calls will be recorded for training and monitoring purposes.

14 Links from our sites

14.1 Where our sites contain links to other sites and resources provided by third parties, these links are provided for your information only. The information and services offered within these third-party websites has been produced by companies independent of Punter Southall Wealth Limited who may not be regulated to conduct investment and non-investment business. Any information, views or opinions accessed via links from our sites are solely those of the relevant provider and are not necessarily shared by Punter Southall Wealth Limited. We have no control over the content of those sites or resources and accept no responsibility for them or for any loss or damage that may arise from your use of them. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them or a recommendation by us to buy, sell, or otherwise trade all or any of the investments or non-investment products which may be referred to on those linked websites.

15 We may transfer this agreement to someone else

15.1 We may transfer our rights and obligations under these Terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

16 Breach of these Terms

16.1 We will determine, in our discretion, whether there has been a breach of these Terms through your use of our sites. When a breach of these Terms has occurred, we may take such action as we deem appropriate.

16.2 Without prejudice to the generality of paragraph 16.1 and any other rights or remedies of Punter Southall Wealth Limited in connection with these Terms, failure to comply with paragraph 11 constitutes a material breach of these Terms, and may result in our taking all or any of the following actions:

- immediate, temporary or permanent withdrawal of your right to use our sites;
- immediate, temporary or permanent removal of any posting or material uploaded by you to our sites;
- issue of a warning to you;
- 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;
- further legal action against you; and/or
- disclosure of such information to law enforcement authorities as we reasonably feel is necessary.

16.3 We exclude liability for actions taken in response to breaches of these Terms. The responses described in this paragraph 16 are not exhaustive, and we may take any other action we reasonably deem appropriate.

17 Conflicts of interest

17.1 Directors or employees of Punter Southall Wealth Limited may have interests in some investments referred to on our sites or any of its links. Please see our [Conflict of Interests policy](#) for more information.

18 Jurisdiction and applicable law

18.1 Please note that these Terms, their subject matter and their formation, are governed by English law. You and we both agree that the courts of England and Wales will have exclusive jurisdiction except that if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are resident of Scotland, you may also bring proceedings in Scotland.

19 Trademarks

19.1 Punter Southall is a UK registered trademark of Punter Southall Group Limited and operated under licence by Punter Southall Wealth Limited. Psigma is a UK registered trademark of Canaccord Genuity Wealth Management. All other trademarks, service marks and logos used on our sites are the property of us or their respective owners. You have no right to use any such trademarks, service marks and logos, and nothing contained in this site or these

Terms grants any right to use (by implication, waiver, estoppel or otherwise) to such trademarks, service marks and logos without the prior written permission of us or the respective owner.

20 Variations

- 20.1 We may revise these Terms at any time by amending this page. Every time you wish to use our sites, please check these terms to ensure you understand the terms that apply at that time.

21 Your concerns

- 21.1 If you have any concerns about material which appears on our sites, please contact Compliance, Canaccord Genuity Wealth Management, 88 Wood Street, London EC2V 7QR. WMAdvisoryCompliance@canaccord.com
Tel: 020 7665 4500. All calls will be recorded for training and monitoring purposes.
- 21.2 If you have a complaint in relation to the provision of advice or investment services by us to you (which will not be governed by these Terms), then in the first instance please contact Compliance at Canaccord Genuity Wealth Management, using the details provided in the above paragraph. We will also provide you with a copy of our internal complaints handling procedure on request. If you are subsequently not satisfied with our response to your complaint, then you can refer your complaint to The Financial Ombudsman Service, Exchange Tower, London, E14 9SR, by telephone at 0300 123 9123 or 0800 023 4567, or via their website: www.financial-ombudsman.org.uk.



www.canaccordgenuity.com/wealth-management-uk

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