

TERMS OF SERVICE FOR SF CONNECT

November 2020



STONEHAGE
FLEMING

THE INTERNATIONAL FAMILY OFFICE

TERMS OF SERVICE FOR SF CONNECT

These terms of service govern your use and access to the service known as "**SF Connect**" and all its ancillary features. IT IS IMPORTANT THAT YOU READ AND UNDERSTAND THE FOLLOWING TERMS. BY REGISTERING FOR SF CONNECT, YOU AGREE THAT THESE TERMS WILL APPLY WHEN YOU CHOOSE TO ACCESS OR USE THE SERVICE. YOU SHOULD ALSO REVIEW OUR PRIVACY POLICY [HERE](#).

1. DEFINITIONS

- 1.1 "**Account**" means the account you created with a user name and password to allow you to access the Service using an internet web browser or a mobile device.
- 1.2 "**Affiliate**" means, in relation to any person, a subsidiary of that person or a holding company of that person or any other subsidiary of that holding company or any other entity with a shared ultimate beneficial owner. In this context, "subsidiary" shall mean a company in which another company, its holding company, holds a majority of the voting rights in it or has the right to appoint or remove a majority of its board of directors.
- 1.3 "**Agreement**" means these terms of service, as amended or replaced from time to time.
- 1.4 "**Content**" means any of the files, email messages and documents you, or the Stonehage Fleming Group upload and store in the service known as "SF Connect".
- 1.5 "**Stonehage Fleming**", "**our**", "**we**", or "**us**" means Stonehage Fleming Family & Partners Limited, registered in the Channel Islands under number 59212 with its registered office at Sarnia House, Le Truchot, St Peter Port, Guernsey, GY1 1GR.
- 1.6 "**Stonehage Fleming Group**" means any company that is an Affiliate of Stonehage Fleming.
- 1.7 "**Service**" means the functionality and features of the electronic information service known as "**SF Connect**", which allows you to store, retrieve, manage and access your Content.
- 1.8 "**SF Connect**" means an on-line application that allows data storing, messaging and hosting of client information for access by the relevant Stonehage Fleming Group client
- 1.9 "**You**" means the Stonehage Fleming Group client who has registered for the Service.
- 1.10 Words importing:
 - 1.10a any one gender includes the other genders;
 - 1.10b the singular includes the plural and vice versa; and
 - 1.10c persons include entities (corporate, unincorporated, trusts, partnerships and other entities).

2. THE SERVICE AND YOUR CONTENT

- 2.1 When you use the Service, you provide us with your Content and you agree that we can store the content on the Stonehage Fleming Group information systems and SF Connect and to retrieve, manage and provide access to your Content on your behalf on an on-going basis on SF Connect.
- 2.2 The Service provides you with features which enable you to rename files, add or delete files and view your audit history. The Service may also let you share your Content with others now or in the future, so please think carefully about what you share, before you do so.



- 2.3 We may also transmit your Content across a closed network, in various media and modify or change the format (but not the content) of your Content to comply with technical requirements of connecting networks or devices or computers.
- 2.4 You agree that to enable us to provide the Service, we can share your Content with all members of the Stonehage Fleming Group, our Affiliates and trusted third parties we work with. These trusted third parties include our partners in providing the Service. Beyond this, we will never share your Content without your consent, unless we are obliged to share your Content to comply with legislation, a court order, or the instructions of a government agency, or regulator.
- 2.5 The Content is yours. This Agreement does not give us any rights to your Content, except for the limited rights that enable us to offer the Service, or any other service agreement that we have with you.

3. ACCEPTABLE USE

- 3.1 You are responsible for your conduct in using the Service. If you have supplied us Content for up-loading onto SF Connect, you confirm:
- 3.1a You are the owner of the Content supplied, and have the necessary rights, licences and authorisation to store that Content. You also confirm that the Content does not breach any of the restrictions set out in paragraph 3.2.1 below.
- 3.2 You must not:
- 3.2a store or share Content that:
- breaches the intellectual property rights of another person, such as copyright or trade mark rights;
 - advocates bigotry, hatred or illegal discrimination; or
 - is illegal, defamatory, threatening, abusive, obscene or otherwise objectionable.
- 3.2b misuse the Service or uses it in connection with any unlawful or criminal activity;
- 3.2c probe, scan, or test the vulnerability of the Service, any other system under our control, or the network which houses the Service;
- 3.2d breach or otherwise circumvent or attempt to circumvent any security or authentication measures used as part of the Service;
- 3.2e access, tamper with, or use any areas of the Service that you are not permitted to use;
- 3.2f interfere with or disrupt any user, host, or network connected with the Service, for example by sending a virus, overloading, flooding, spamming, or mail-bombing any part of the Service;
- 3.2g access, search, or create an account for the Service by any means other than our publicly supported interfaces (for example, by "scraping" or creating accounts in bulk);
- 3.2h send altered, deceptive or false source-identifying information (for example, "spoofing" or "phishing"); or
- 3.2i violate the privacy or infringe the rights of others via use of the Service.
- 3.3 We can take all reasonable steps to protect the Service and our systems, for example if your use of the Service affects our ability to provide the Service or other systems, or affects other users



of the Service. In addition, we can (but are not obliged to) remove Content which we reasonably believe breaches any of the restrictions listed in paragraph 3.2 above. We can do so without giving you prior notice.

3.4 The Service is only available to clients aged 16 or over.

4. THE STONEHAGE FLEMING GROUP INFORMATION AND INTELLECTUAL PROPERTY RIGHTS

4.1 The Service is protected by copyright, trademark and intellectual property rights. This Agreement does not grant you any right, title or interest in the Service, Stonehage Fleming or Stonehage Fleming Group trademarks, logos and other brand features.

4.2 We respect the intellectual property of others (such as copyright and trade mark rights). We respond to notices of alleged infringement if they comply with the law. Our address for notice of alleged infringement arising from use of the Service is: enquiries@Stonehagefleming.com.

5. SUSPENSION AND TERMINATION

5.1 You can stop using the Service at any time. If you do so, you should inform us of your decision by speaking to your contact person(s) at the Stonehage Fleming Group.

5.2 We can suspend or end the Service or cease to provide the Service at any time at our discretion. The following are non-exclusive examples of situations in which we can suspend or terminate your use of the Service:

5.2a you are in breach of this Agreement or any other agreement that you hold with the Stonehage Fleming Group; or

5.2b we are obliged to do so to comply with legislation, a court order, or the instructions of a government agency, regulator or other person and whose instructions we are bound to follow;

5.2c you use the Service in a manner that in our reasonable opinion would cause us legal liability;

5.2d you disrupt the Service or you disrupt others' use of the Service;

5.2e we are informed that you have died; or

5.2f you have not used the account in over 12 (twelve) months.

5.3 If we suspend or end the Service, we will notify you of this via the email address we have on file.

5.4 If the Service is terminated by you or by us, we will delete any Content still held on the Service after 15 (fifteen) days from the termination date. If you have entered into any other contract with a member of the Stonehage Fleming Group, then the Content may be subject to data protection restrictions which require the Stonehage Fleming Group to retain your Content for a period after you have terminated the Service.



6. SERVICE "AS IS" AND AVAILABILITY

- 6.1 We strive to provide an excellent Service, but there are certain things that we cannot guarantee. To the fullest extent permitted by law, Stonehage Fleming and its affiliates, suppliers and Agents make no warranties, either express or implied, about the Service. The Service is provided "as is". We also disclaim any warranties of merchantability or fitness for a particular purpose.
- 6.2 The Service, or any feature or part of it, may not be available in all languages or in all countries. In addition, the Service, or any feature or part of it, may not be appropriate or available for use in any particular location. To the extent you choose to access and use the Service, it is your responsibility to make sure that you can do so lawfully.
- 6.3 From time to time, we may update the software used by the Service. To enable you to continue using the Service, such updates may be automatically downloaded and installed onto your device or computer. These updates may include bug fixes, feature enhancements or improvements or entirely new versions of the Service.

7. LIMITATION OF LIABILITY

- 7.1 Save as set out in clause 7.2 below, neither we, nor our Affiliates, suppliers or agents will be liable for:
 - 7.1a losses that were not reasonably foreseeable by us;
 - 7.1b losses that did not arise from our gross negligence, fraud or material breach of the Agreement;
or
 - 7.1c loss of, damage to or misappropriation of your Content or any device you use to access the Service, as a result of any digital content we have provided to enable you to access and/or use the Service.

any losses you suffer as a result of fraud committed by us in connection with the provision of the Service under this Agreement.

- 7.2 Some of your Content has been obtained from sources that we believe are reliable but, whilst effort has been made to ensure that accuracy of such information, we make no representation as to the accuracy or completeness of the information or accept any liability for any losses arising from the use of the information contained in SF Connect.

8. CHANGES TO THIS AGREEMENT

We can modify this Agreement and impose new or additional terms or conditions on your use of the Service at any time. Any modifications and new or additional terms and conditions will be communicated to you and, if you accept these (for example, by using the Service after we have notified you), they will be effective immediately and will be incorporated into this Agreement. In the event that you refuse to accept such changes, you and we will have the right to terminate this Agreement and your account with immediate effect. Your continued use of the Service following notification of modification shall be deemed as your acceptance of the new or additional terms and conditions.



9. WAIVER, SEVERABILITY AND ASSIGNMENT

- 9.1 If we delay in enforcing a term of this Agreement, this does not mean that we have lost the right to do so either now or in the future. Likewise, if we choose not to enforce a term in this Agreement, this does not mean that we are prevented from enforcing that term in future.
- 9.2 We can transfer, assign or subcontract all or any of our rights and obligations under this Agreement to any person we reasonably consider capable of performing them. You cannot transfer any of your rights and obligations under this Agreement.
- 9.3 This Agreement can only be enforced by us (or anyone we transfer our rights to) or by you. This means that no other person can enforce the terms of this Agreement.

10. ENTIRE AGREEMENT AND GOVERNING LAW

- 10.1 This Agreement constitutes the entire agreement between you and us with respect to the provision of the Service. This Agreement replaces any other prior or contemporaneous agreements or terms and conditions relating to the provision of the Service.
- 10.2 This Agreement is governed by the laws of Jersey.



