

Close Brothers Asset Management Limited Bulk  
Valuation App - Terms and Conditions

This licence agreement (the “**Licence**”) is a legal agreement between you (“**you**” or “**your**” or “**user(s)**”) and Close Asset Management Limited, a company incorporated in England (company number 01644127) whose registered office is at 10 Crown Place, London, EC2A 4FT (“**us**” or “**we**” or “**our**”) for the provision of the Close Brothers Asset Management Limited Bulk Valuation App (the “**App**”).

**You must be a resident in the UK to use the App.**

**By downloading the App, you are agreeing to the terms of this Licence which are legally binding on you. Please read it together with our [privacy policy](#) before you download and use the App. Only download the App if you have read the rules and agree to them.**

**If you do not agree to these terms, we will not allow you to use the App and you should not download it.**

## **1 Grant and scope of licence**

- 1.1 In consideration of you agreeing to abide by the terms of this Licence, we grant to you a non-exclusive, non-transferable and royalty-free licence to use the App on the terms of this Licence.
- 1.2 You may activate and use the App solely for the purpose of receiving an automated feed of your clients’ investment data into Intelliflo Office (the “**iO**”).
- 1.3 Except as expressly set out in this Licence you undertake:
  - 1.3.1 to only use the data feed that you receive in iO in accordance with your contractual arrangements with iO that you have entered into a contract with;
  - 1.3.2 not to activate the App until the iO confirms the data feed has been activated;
  - 1.3.3 to ensure that your clients’ investments held within the iO correspond to a plan in iO with an associated policy number;
  - 1.3.4 not to rent, lease, sub-license, loan, translate, merge, adapt, vary or modify the App;  
or
  - 1.3.5 to ensure that the App is used by you in accordance with the terms of this Licence.
- 1.4 In this Licence, we refer to the site that you download the App from as the ‘Intelliflo Store’ and we refer to their rules and policies as the ‘Intelliflo Store Rules’. You must comply with the Intelliflo Store Rules as well as this Licence but, if there is any conflict between them, you should follow the Intelliflo Store Rules rather than the equivalent rule here.
- 1.5 You do not own the App or any of its contents but you may use it on devices that you own or control, as permitted by the Intelliflo Store Rules.
- 1.6 If you sell or give away the device on which you have downloaded the App, you must first remove the App from the device.
- 1.7 You are not allowed to:
  - 1.7.1 modify the App’s code in any way, including inserting new code, either directly or through the use of another app or piece of software;

- 1.7.2 deliberately attempt to avoid or manipulate any security features included in the App;
- 1.7.3 pretend that the App is your own or make it available for others to download or use (including by way of copying the code of the App and creating an independent version);
- 1.7.4 break the law or encourage any unlawful activity;
- 1.7.5 send or upload anything that is (or might be considered to be) defamatory, offensive, obscene or discriminatory;
- 1.7.6 infringe our or anyone else's intellectual property rights (for example, by using or uploading someone else's content);
- 1.7.7 transmit any harmful software code such as viruses;
- 1.7.8 try to gain unauthorised access to computers, data, systems, accounts or networks;  
or
- 1.7.9 deliberately disrupt the operation of anyone's website, app, server or business.

## **2 Intellectual property rights**

- 2.1 You acknowledge that all intellectual property rights in the App anywhere in the world belong to us, that rights in the App are licensed (not sold) to you, and that you have no rights in, or to, the App other than the right to use them in accordance with the terms of this Licence.
- 2.2 You acknowledge that you have no right to have access to the App in source code form.

## **3 Support and contact**

- 3.1 The App will, when properly used and on an operating system for which it was designed, operate so that you will receive bulk valuations in iO every weekday morning.
- 3.2 If you need to get in touch with us, please email the Intermediary Support team at IFAClient@Closebrothers.com.
- 3.3 If we need to get in touch with you, we will do so by email or phone.

## **4 Privacy and your personal information**

Protecting your personal information is important to us. Our privacy policy explains what personal information we collect from you, how and why we collect, store, use and share such information, your rights in relation to it and how to contact us and supervisory authorities if you have a query or complaint.

## **5 Collection of technical information**

We may collect and use technical data that might include, for example, the specifications of your device and its software in order to help us provide software updates, product support, and other services related to the App. We may also use this information, as long as it is in a form that does not personally identify you, to improve products or to offer new services or technologies to you.

## **6 Limitation of Liability**

- 6.1 You acknowledge that the App has not been developed to meet your individual requirements, including any particular cybersecurity requirements you might be subject to under law or otherwise, and that it is therefore your responsibility to ensure that the facilities and functions of the App meet your requirements. In particular we shall have no liability to you for the accuracy, content or otherwise of the information which is contained within the data pushed into iO by the App. Our liability under this Licence is limited to the provision of our support team.
- 6.2 You further acknowledge that data cannot be pushed into iO by the App if your clients' investments do not correspond to a plan in iO with an associated policy number.
- 6.3 We only supply the App for internal use by your business, and you agree not to use the App for any re-sale purposes.
- 6.4 We shall not in any circumstances whatever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Licence for:
- 6.4.1 loss of profits, sales, business, or revenue;
  - 6.4.2 business interruption;
  - 6.4.3 loss of anticipated savings;
  - 6.4.4 loss or corruption of data or information;
  - 6.4.5 loss of business opportunity, goodwill or reputation;
- where any of the losses set out in clause 6.4.1 to 6.4.5 are direct or indirect; or
- 6.4.6 any special, indirect or consequential loss, damage, charges or expenses.
- 6.5 Nothing in these terms excludes or limits our liability for any death or personal injury caused by our negligence, liability for fraud or fraudulent misrepresentation, or any other liability that the law does not allow us to exclude or limit.
- 6.6 This Licence sets out the full extent of our obligations and liabilities in respect of the supply of the App. There are no conditions, warranties, representations or other terms, express or implied, that are binding on us. Any condition, warranty, representation or other term concerning the supply of the App which might otherwise be implied into, or incorporated in, this Licence whether by statute, common law or otherwise, is excluded to the fullest extent permitted by law.

## **7 Termination**

- 7.1 We may terminate this Licence immediately by written notice to you if you commit a material breach of this Licence which you fail to remedy (if remediable) within 7 days after the service of written notice requiring you to do so.
- 7.2 The Licence will terminate with immediate effect in the event your contractual arrangements with iO terminate for any reason or otherwise expire.

- 7.3 On termination for any reason:
- 7.3.1 all rights granted to you under this Licence shall cease;
  - 7.3.2 you must immediately cease all activities authorised by this Licence; and
  - 7.3.3 you must immediately deactivate and to the extent capable uninstall the App.

## **8 Force Majeure**

- 8.1 We shall not be liable if delayed in or prevented from performing our obligations under this Agreement due to Force Majeure
- 8.2 In this Licence, Force Majeure means an event or sequence of events beyond our reasonable control, including without limitation, failure of public or private telecommunications networks and any act or omission of the iO which prevents or delays the automated data feed.

## **9 Transferring this Licence**

- 9.1 We may transfer our rights under this Licence to another business without your consent, but this will not affect your rights and our obligations under this Licence.
- 9.2 You may only transfer your rights or your obligations under this Licence to another person if we agree in writing, such agreement not to be unreasonably withheld where iO continues access to the data feed.

## **10 Variation**

- 10.1 We may need to revise this Licence from time to time to reflect changes in the App's functionality, to deal with a security threat or if there is a change in the law or guidance.
- 10.2 You will be asked to agree to any material changes in advance by an in-App notification, usually when you download an update. If you do not accept the changes, you will not be able to use the App.

## **11 Other terms**

- 11.1 No one other than us or you has any right to enforce any term of this Licence.
- 11.2 If we fail to insist that you perform any of your obligations under this Licence, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing and that will not mean that we will automatically waive any later default by you.
- 11.3 Each of the conditions of this Licence operates separately. If any court or competent authority decides that any of them are unlawful or unenforceable, the remaining conditions will remain in full force and effect.
- 11.4 This Licence constitutes the entire agreement between us and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between us, whether written or oral, relating to its subject matter. You agree that you shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Licence.

## **12 Governing law and jurisdiction**

- 12.1 This Licence, its subject matter and its formation (and any non-contractual disputes or claims) are governed by English law. We both irrevocably agree to the exclusive jurisdiction of the courts of England and Wales.