

## Account Terms and Conditions

These terms and conditions (the Agreement) apply to your access to and use of this website and all the services provided on this website (the Services) including the products which you may apply to invest in (each a Product). By clicking on "Accept" where indicated at the bottom of this Agreement, you unconditionally agree to be bound by this Agreement, any other terms and conditions relevant to the operation of this website and the Services and Products (including, without limitation, the Website Terms and Conditions and the Investment Products Terms and Conditions) and any other terms and conditions that govern the operation of our related accounts and facilities. The terms and conditions of this Agreement prevail over any inconsistent terms in any other communication or agreement.

We recommend that you print a copy of this Agreement and consider it carefully before agreeing to be bound by it.

References to 'you' and 'your' are references to the person accessing the website. References to 'Artemis', 'we', 'us' and 'our' are references to Artemis Fund Managers Limited, our associated companies and nominated service providers.

### 1. ELIGIBILITY TO USE SERVICES

1.1 By registering for these Services, you acknowledge that you are over the age of 18 and either:

resident in the United Kingdom for tax purposes;

performing duties as a crown employee serving overseas (or are married to or in a civil partnership with such a person).

If you are unsure as to your eligibility to use the Services and invest in the Products, you should contact the relevant HM Revenue & Customs office or your Independent Financial Adviser (IFA).

The information on this website is general information only and is provided free of charge. It is not, and is not intended as, advice on any specific issue or situation. None of this information constitutes, or may be relied on as financial or other professional advice.

1.2 The Services and Products are available only to those persons who do not require advice and prefer to make their own investment decision. We will not give you advice about the suitability of the Services or any Product for your requirements. If you are in doubt as to whether the Services or any Product meets your requirements, then you should seek advice from an IFA. You may have to pay for any advice received.

### 2. REGISTERING TO USE THE SERVICES

#### 2.1 Existing Investors

If you are an existing investor with us, and we accept your online registration, you will be sent by post a single use PIN which will provide you with initial access, via the Internet, to the Services.

### 3. PASSWORDS AND SECURITY CODES

3.1 Your single use PIN will be valid from the date of issue.

3.2 When you access the Services for the first time, you will be required to create a password. You must not use an unsuitable password, for example easily accessible personal data, birth dates, family, pet or street names.

3.3 You must safeguard your password. Under no circumstances should you keep a written or electronic record of your password, nor disclose it to any other person, including our staff. Your password must remain confidential to you alone and you must take all reasonable steps to prevent disclosure of your password. You must report disclosure, or possible disclosure, of your password to us as soon as you become aware, or suspect, that your password has been disclosed and provide us with all information and assistance as we reasonably require.

#### 4. PROVISION OF THE SERVICES

4.1 Your right to use the Services is personal to you and you must not permit any other person to access or use the Services by means of your Internet ID, account number or password.

4.2 You are responsible for providing and maintaining any equipment that you use to access the Services. Technological changes from time to time may make the equipment that you currently use to access the Services obsolete or otherwise unsuitable. You are solely responsible for any telecommunications costs that you incur whilst using the Services. We reserve the right to change the Services at any time without notice to you, even if this means that you need to update or replace the equipment that you use to access the Services.

#### 5. USING THE SERVICES

5.1 If you are an individual investor, you can use this website to:

view details of your existing Products and transactions history

download documents such as contract notes;

access registration and dealing templates

#### 6. COMMUNICATIONS VIA THE SERVICE

9.1 Any electronic communication we send to you will be deemed received by you when that communication leaves our server.

9.2 You are responsible for keeping appropriate records of all communications sent and received using the Services.

9.8 You warrant that you are entitled to receive electronic communications or emails from us via any computer network operated by a third party (including, without limitation, your internet service provider or employer) which you may use to access the Services. You accept that if we receive a request from such a third party to stop sending electronic communications or emails via their networks we may stop sending such communications without notifying you, even if you have subscribed to receive them.

#### 7. LIMITATIONS OF LIABILITY

10.1 To the fullest extent permitted by law, we disclaim all warranties, descriptions, representations or conditions in respect of the Services, Products and this website whether express or implied, including (without limitation) warranties as to merchantability and fitness for any purpose and that the Services will be accessible at all times, or at all.

10.2 The Services may be temporarily unavailable or restricted for administrative or any other reason and we do not accept any responsibility and will not be liable for any loss or damage arising out of, or in connection with, loss of access to, or use of, this website or the Services. In the event that the Services are unavailable, you should notify the Artemis Help Desk on 0800 092 2051 on weekdays between the hours of 8.00am and 18.00pm.

10.3 You acknowledge and accept that we, and anyone that we are responsible for, have no liability to you at law, by statute, in equity or otherwise arising from our relationship for any loss, damage, expense or injury, whether direct or indirect, special or consequential, incurred or suffered by you arising from, or in connection with:

your use of, or access to, this website, the Products and the Services, except as a result of our negligence or willful default;

any failure to carry out any application or communication received using the Services unless you can show that you have received a reference number and a confirmation of our acceptance of your application;

10.4 Whilst we take all reasonable care to ensure all electronic communications, emails and any attachments we may send to you are free from any known virus or bug we do not give any such warranty and, unless proved to be due to negligence on our part, shall not be liable to you for any loss, damage or expense you may incur as a result of such virus or bug.

10.5 In no event will we be liable to you for any circumstances beyond our reasonable control including, without limitation, a corruption or error arising during data transmission, any hardware or software error, unavailability, non-functioning or interruption of the Internet or other telecommunication services, viruses or security breaches.

10.6 Nothing in this Agreement seeks to exclude or limit any liability which we may have under the Financial Services and Markets Act 2000 (as amended from time to time) or under the rules of the Financial Conduct Authority.

## 8. SECURITY AND PERSONAL DATA

11.1 We will comply with such data protection legislation applicable at the relevant time including, but not limited to, Data Protection Act 2018, the UK General Data Protection Regulation and the EU General Data Protection Regulation (2016/679/EC). Details of how we handle your personal data are contained in our data privacy notice appended to these terms. The latest version of our data privacy notice is always available on our website at [www.artemisfunds.com/en/privacy-and-cookies](http://www.artemisfunds.com/en/privacy-and-cookies) or by contacting [privacy@artemisfunds.com](mailto:privacy@artemisfunds.com).

11.2 Whilst we have taken every precaution to ensure that data held by us is secure from unauthorised access, we do not have control over the Internet or the computer environment that you use to access this website or the Services. You acknowledge that email transmitted via the Internet is an inherently insecure communication medium and that we cannot guarantee any information sent by you will be received in the same form. Should you provide personal information to us by email you accept the risk that such an email may be intercepted by third parties and we shall not be considered in breach of confidence or any other duty or legal requirement nor for any loss, damage or expense which you may incur should such interception occur.

11.3 You acknowledge that where you access the Services by using a computer or computer network operated or maintained by a third party (such as, without limitation, your employer) that such third party may legitimately, or otherwise, intercept and monitor your use of the Services or any email sent or received by you on that network. Where this occurs we will not be considered in breach of confidence or in breach of any other duty or other legal requirement and shall not be liable for any loss or expense which you may incur. You should refer to such third parties' policies relating to internet usage to understand what information is stored on their networks, and what restrictions may apply to internet usage from their network, before you access the Service, send emails or provide an email address from such a network.

## 9. INTELLECTUAL PROPERTY RIGHTS

12.1 We or our licensors hold all copyright and all other intellectual property rights in this website and the Services, including without limitation the Products, your password, Security Code, reference number and account number. All rights are reserved. You have no rights to use any of our intellectual property except as set out in this Agreement.

12.2 Except for the purpose of accessing the Services and producing print-outs for your own personal use or to the extent that we consent otherwise in writing addressed to you, no material on this website may be copied, displayed, modified, reproduced, stored in a retrieval system, transmitted (in any form or by any means), distributed, used for creating derivative works or used in any other way for commercial or public purposes.

## 10. SUSPENSION AND TERMINATION OF THE SERVICES

13.1 At our sole discretion, we may immediately suspend or terminate your access to and use of all or any part of this website and the Services from time to time. We will inform you of any suspension or termination as soon as reasonably possible.

13.2 You may terminate your right to use this website and the Services by giving notice in writing to the Artemis Help Desk at Cassini House, 57 St James's Street, London, SW1A 1LD. Your notice will be effective on receipt of your notice by us.

13.3 If you redeem all of your investments held with us, either of us may immediately terminate your right to access and use this website and the Services by notice in writing.

13.4 Any suspension or termination of your right to access and use this website and the Services will not affect applications already accepted by us, whether or not we have already actioned them, unless we believe that there may be a risk of fraud, or we are prevented by law from actioning your application.

13.5 On termination, whether by you or us, any amounts owed by you will become immediately due and payable including, without limitation: outstanding fees; charges and commissions, and expense(s) incurred by us in terminating these Services, and any losses realised in settling or concluding orders or outstanding obligations incurred by us on your behalf. We may retain and shall have a right of sale over any investments you hold within the Services to meet any amounts owed by you.

## 11. COMPLAINTS

14.1 If you have a comment or complaint about this website or the Services, please tell us by contacting the Artemis Help Desk on 0800 092 2051 or by writing to us at Artemis Fund Managers Limited, Sunderland, SR43 4BH. We have defined procedures for handling complaints, a copy of which is available on request.

14.2 If you are not satisfied with the way we handle your complaint, you can use the services of the Financial Ombudsman Service. The services of the Ombudsman are free to Private Investors. More information regarding the role of the Ombudsman is available on request, or you can write to:

Financial Ombudsman Service  
Exchange Tower,  
London, E14 9SR.

Telephone 0845 023 4 567

## 12. VARIATION

We may vary this Agreement at any time on written notice to you, either by direct communication with you, or by general notice on the website. Any change by us will be effective immediately and deemed accepted by you the next time you access the website or use the Services, or 14 days after we have given you notice (whichever is the shorter period). No amendment to this Agreement by you will be effective unless made in writing and signed by both parties.

You should ensure that you read this Agreement every time you use the Services to ensure that you are still in agreement with its contents.

## 13. GENERAL PROVISIONS

16.1 If any provision of this Agreement 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 this Agreement, which shall remain in full force and effect.

16.2 The failure or delay either by us or you to exercise or enforce any rights, or enforce any obligation, which the other may be in breach of under these Terms and Conditions is not a waiver of those rights nor will it bar enforcement of those obligations at that time or at any subsequent time.

16.3 Headings in this Agreement are for convenience only and will have no legal meaning or effect.

16.4 You must not assign your rights, or subcontract your obligations, under this Agreement without our prior written consent.

16.5 The exercise by us of any express right set out in this Agreement (Express Right) is without prejudice to any other rights, powers or remedies available to us in these terms, at law, or in equity, including any rights, powers or remedies which would be available to us if the Express Rights were not set out in this Agreement.

16.6 You agree to indemnify us against any costs, claims, demands, loss or expenses suffered by us as a result of your use of the website and Services other than those arising as a result of our fraud (including our fraudulent misrepresentation), wilful default or gross negligence. To meet any liability which you may owe to us under this clause we shall be entitled to sell your investments and deduct any amounts due to us from the proceeds of sale of such investments.

## 14. GOVERNING LAW

This website and this Agreement is governed by, and is to be interpreted in accordance with, the laws of England. The courts of England will have exclusive jurisdiction to settle any claim or matter arising under or in relation to this Agreement. To the fullest extent permitted by law, we accept no responsibility for the compliance of the information on this website or the supply or non-supply of the Services with the laws of any other country.