

# Manage your investments online


## – new user

Please read the following information before proceeding with your online application and/or registering on the Online Service to manage your BMO accounts online.

Once you have read the Key Features and Terms and Conditions, you can proceed with your application. If there are any points you do not understand or have any questions, please contact us for further information.

### **BMO Asset Management Limited**

PO Box 11114  
Chelmsford  
CM99 2DG

 0345 600 3030

 investor.enquiries@bmogam.com

 [bmoinvestments.co.uk](http://bmoinvestments.co.uk)

### **BMO ONLINE SERVICE – TERMS & CONDITIONS OF USE**

You should read these terms and conditions (“Terms”) carefully before requesting a Password to access the services described below. A Password will give you access via the Internet to information (“Information”) relating to your investments with BMO Asset Management Limited (“BMO”) and, if available for your product, enable you to place orders electronically (“Online Dealing Facility”) (together or individually referred to as the “Service”). In using your Password you will be deemed to have agreed to these Terms, which will form a binding agreement between you and BMO. The Terms govern: (i) your use of your Password; (ii) your use of the Information and (iii) your use of the Online Dealing Facility to place orders to buy or sell shares or units (“Online Orders”). If you do not understand any of the terms, please contact BMO for assistance.

### **Information about IP addresses and cookies**

Cookies are text files containing small amounts of information which are downloaded to your device when you visit a Website. Cookies are then sent back to the originating Website on each subsequent visit, or to another Website that recognises that cookie. Cookies are useful because they allow a Website to recognise a user’s device.

Cookies do lots of different jobs, like letting you navigate between pages efficiently, remembering your preferences, and generally improve the user experience. They can also ensure that adverts you see online are more relevant to you and your interests. With most internet browsers, you can erase cookies

from your computer hard drive, block all cookies or receive a warning before a cookie is stored. If you want to know how to do this please look at the help menu on your web browser. However, please note that switching off or “opting out” of the use of cookies will mean that you may not be able to use certain features of our website. Unless you have adjusted your browser setting so that it will refuse cookies, our system will issue cookies when you visit our site.

The cookies used on this website can be categorised in the following ways.

#### **Performance cookies**

These cookies collect information about how visitors use a website, for instance which pages visitors go to most often, and if they get error messages from web pages. These cookies don’t collect information that identifies a visitor. All information these cookies collect is anonymous and is only used to improve how a Website works.

By using our website/online service, you agree that we can place these types of cookies on your device.

#### **Functionality cookies**

These cookies allow the website to remember choices you make (such as your user name, language or the region you are in) and provide enhanced features. These cookies can also be used to remember changes you have made to text size, font and other parts of web pages that you can customise.

They may also be used to provide services you have requested such as watching a video or commenting on a blog. The information these cookies collect may be anonymous and they cannot track your browsing activity on other websites.

By using our website/online service, you agree that we can place these types of cookies on your device. In addition to our cookies, we also have third party cookies for Addthis.com and Google Analytics.

By using our website/online service, you agree that we can place these types of cookies on your device.

#### **Strictly necessary cookies**

These cookies are essential in order to enable you to move around the Website and use its features, such as accessing secure areas of the Website.

Without these cookies services you have asked for, such as shopping baskets or e-billing, cannot be provided. These cookies don’t gather information about you that could be used for marketing or remembering where you’ve been on the internet.

By using our Website/online service, you agree that we can place these types of cookies on your device.

## 1. PROVISION OF THE SERVICE BY BMO

- a) When you access the Service using your Password, you will be deemed to have accepted these Terms which form a legally binding agreement. You will then be entitled to access the Information and use the Online Dealing Facility unless and until your right to use the Service is terminated.
- b) You agree to comply with these Terms and any such other instruction or direction from time to time given to you by BMO regarding the use of the Service. Your right to use the Service is personal to you and you may not permit any other person to gain access to the Service using your Password.
- c) The equipment, outside of BMO's control, which you use to access the Service ("Equipment") may from time to time become obsolete or otherwise unsuitable as a result of technological changes. You alone are responsible for providing, updating, or replacing as required all parts of the Equipment and for any telecommunication and other related costs. BMO gives no warranty or guarantee as to the suitability or otherwise of the Equipment. BMO reserves the right to change the Service at any time even if this will necessitate your updating or replacing the Equipment.

## 2. SECURITY AND PERSONAL DATA

- a) You give permission to the processing by BMO and its associated companies of the personal data submitted by you through the Service and/or created in the course of your relationship with BMO, and to the transmission of such personal data to such other companies as may be required for the purpose of customer administration.
- b) BMO will only use information that we collect about you through the Services to process transactions and to improve the quality of the service that we provide to you. You can view our Privacy Policy at [bmogam.com/privacy](http://bmogam.com/privacy)
- c) Subject to these Terms, your Password will enable you to access the Service including the Online Dealing Facility.
- d) BMO may at its discretion prohibit the use of your Password at any time where it considers that this is desirable for security or for general administration purposes. BMO will inform you as soon as reasonably possible of such action. You may then request a new Password following the procedures advised by BMO.

## 3. PASSWORD SECURITY

- a) **You agree that you will:**
  - be responsible for the use of your password;
  - change your temporary password at the first log-on;
  - change a password whenever there is any indication of possible password compromise; and

- take all reasonable steps to keep your Password secret. You should not write your Password on anything BMO sends you about your account or anything usually kept with them, and if you do write your Password down anywhere, you should disguise it so that it is not readily apparent that it is a password or that it is associated with your BMO account.

- b) **You are advised to select passwords which are:**

- easy to remember;
- not based on anything somebody else could easily guess or obtain using person related information, e.g. names, telephone numbers, dates of birth, football teams, etc.; and
- free of consecutive identical characters or all-numeric or all-alphabetical groups.

- c) **You are advised to change passwords frequently, typically every 60 days;**

- d) **You are advised not to:**

- keep a record of passwords;
- re-use or re-cycle old passwords; or
- share passwords with another user.

- e) If you become aware of, or suspect any unlawful or unauthorised use of your Password you must immediately contact BMO during office hours – 0900hrs to 1700hrs Monday to Friday on 0345 600 3030. Outside office hours you must prevent further access to the Service by attempting to access the Service three times by entering a password other than your Password. **This will prevent further use of your Password to access the Service and prevent any further instructions on the account.** You may then request a new Password.

- f) You will not be responsible for your Password being used after you have cancelled your Password by following the procedure set out in paragraph 3e above.

## 4. YOUR INSTRUCTIONS

- a) **BMO will carry out all instructions received through the Online Dealing Service from or purporting to be from you.** You agree, subject as mentioned below, that any transaction entered into pursuant to such instructions will be binding on you including those cases where you did not send or authorise the relevant instruction. For these purposes instructions given using your password are treated as given by you.

- b) **You will not be bound by transactions entered into:**

- after BMO has received notice from you (given in writing or by means of the Service) of your termination of the use of the Service;

- after you have notified BMO of suspected or unauthorised use of your Password pursuant to paragraph 3.e above;
  - as a consequence of the negligence, fraud or wilful default of BMO or its employees.
- c) At all times BMO reserves the right at its discretion not to carry out any instructions sent through the Online Dealing Service without first receiving written confirmation of your instructions. You will be notified as such where relevant.

## 5. ONLINE DEALING FACILITY

- a) You will not be able to deal on a joint account online as both signatures will be required to carry out an instruction.
- b) Upon receiving your instructions, BMO will send you a reference number and confirmation of your Order on screen.
- c) No liability will be accepted by BMO for failure to carry out any Online Order which you place using the Online Dealing Facility unless you have received a reference number and an accurate confirmation of such Online Order. You should notify BMO as soon as possible if you do not receive a reference number and confirmation immediately after placing an Online Order.
- d) BMO reserves the right to refuse to carry out an Online Order where BMO is unable to obtain authorisation on your debit card for payment of the full amount due on a purchase instruction or if incorrect details are submitted with your instruction.
- e) **You will further notify BMO as soon as possible:**
- if any aspect of the confirmation does not accurately reflect your Online Order; or
  - if you receive a reference number, confirmation or contract note for an Online Order which has not been placed with your Password
- f) You fully understand and agree that telephone calls to BMO may be recorded and monitored.
- g) The Service is provided subject to all other relevant terms and conditions applicable to our investments and services. In the event of a conflict between these Terms and those other terms and conditions, these Terms shall prevail in respect of matters specifically concerning use of the Service.
- h) Your use of the online account management facility will be restricted in line with your product (account) key features and terms and conditions. Additional restrictions might be applied to your online account depending on its status.
- i) When using the Online Dealing Facility to make an investment, you can pay using the following facilities; debit card or direct debit.
- where payment is being made by debit card, you must provide the card details through the service. Your instruction will not be processed until the funds have been authorised by your bank. If full debit card details are not

provided then your application will not be completed. **All dealing instructions received before 00:00hrs will be dealt the next business day.**

- direct debits are normally collected on or around the 1st of each month. **A direct debit would normally be set up 5 business days after you set up the direct debit via the Regular Savings tab.**

## 6. TITLE

- a) BMO owns the copyright and any other intellectual property rights subsisting anywhere in the world relating to the Service. If you become aware of or suspect any unlawful or unauthorised use of the Service (or if you become aware of or suspect any other infringement by any person of rights in the Service) you must inform BMO of the full details without delay.

## 7. RESTRICTIONS ON USE

- a) Except for producing print-outs for your own personal use, you may not copy, reproduce, duplicate, modify, adopt or lend, sell or otherwise transfer, in whole or in part, any of the Information gained by you through accessing the Service.
- b) Your rights under these Terms are personal to you and you may not sub-license, assign or otherwise transfer any of those rights. You must not allow anyone else to use your Password.

## 8. LIMITATIONS OF LIABILITY

- a) BMO makes no warranty or guarantee or representation that the Service can be accessed at any particular time.
- b) BMO does not accept any responsibility and will not be liable for any loss or damage arising out of or in connection with loss of use of, or access to, the Service.
- c) BMO does not accept any responsibility and will not be liable for the inaccuracy or incompleteness of any information received by you or by BMO through the Service which arises out of or in connection with data transmission, machine or software error or malfunction or from your operating error or which originates from information obtained from third parties (other than such inaccuracy or incompleteness arising as a result of BMO's negligence, fraud or wilful default).

## 9. TERMINATION AND NOTICE PROVISIONS

- a) Unless BMO notifies you otherwise in writing or by means of the Service, your agreement with BMO on these Terms will terminate automatically on the redemption of your entire holdings with BMO.
- b) You may terminate your right to use the Service by giving notice in writing or by means of the Service to BMO which will be effective on receipt by BMO, but this will not affect transactions already initiated.

- c) BMO may terminate your right to use the Service by giving notice in writing or by means of the Service which will be effective immediately upon being sent but this will not affect transactions already initiated.
- d) These Terms may be amended by BMO and you will be notified of any material amendments in writing or by means of the Service.

## 10. GENERAL PROVISIONS

- a) A failure or delay by either party to enforce any right under these Terms is not an implied waiver of the same or of any other right in the future.
- b) Oral communications that you have with BMO shall not become part of the terms relating to the use of the Password, the Information or the Service unless BMO confirms them to you in writing or by means of the Service.
- c) If any provision in these Terms is held or made invalid by a court, statute, rule or otherwise, the validity of the remainder of these Terms will not be affected.
- d) These Terms shall be governed by and construed in accordance with the laws of England.
- e) The English Courts will have exclusive jurisdiction to settle any claim or matter arising under or in relation to these Terms.

