



STRONGER TOGETHER



J T C E M P L O Y E R S O L U T I O N S

JTC ES ONLINE | ONLINE TERMS & CONDITIONS



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INDEX

SECTION	PAGE
1 INTRODUCTION	1
2 INSTRUCTIONS AND REQUESTS	1
3 COPYRIGHT	2
4 THE WEBSITE	2
5 ACCESS TO THE SERVICES	2
6 UPDATE OF INFORMATION	2
7 LINKS TO THIRD PARTIES	2
8 SECURITY	2
9 LIABILITY	3
10 CONFIDENTIALITY	3
11 PERSONAL DATA	3
12 VARIATION OF TERMS AND CONDITIONS	3
13 TERMINATION	3
14 LEGAL AND REGULATORY	3
15 COMPLAINTS	3
16 GOVERNING LAW	4
17 ASSIGNMENT	4
18 TELEPHONE CALLS	4
CONTACT DETAILS	4



1. INTRODUCTION

- i) These terms and conditions ("the Terms and Conditions") govern the use of JTC Employer Solutions' online services, ("the Services"), as set out in clause 1.ii).
- ii) The Services are provided by JTC Employer Solutions (see clause 14 below) and include, but are not limited to, the provision of valuation statements, the submission of transaction requests to JTC Employer Solutions, the submission of electronic files to JTC Employer Solutions, the reporting on relevant data held on JTC Employer Solutions' online service and such other online services as may be added from time to time.
- iii) JTC Employer Solutions reserves the right to add to or remove any of the Services without notice to you.
- iv) By accessing and using the website created for the purpose of providing the Services ("the Website"), you agree to be legally bound by these Terms and Conditions and should therefore read them carefully.
- v) The use of the word "My" on the Website does not necessarily imply legal ownership of the assets to which it refers.
- vi) The terms "we", "us" and "our" shall be construed as JTC Employer Solutions, its employees or appointees. References to "User", "you" and "your" refer to you (or, where appropriate, to your employer as delegated by you) as our client.
- vii) If you agree to be bound by the Terms and Conditions, please click on the acceptance icon and proceed to log in to the Website. If you do not accept the Terms and Conditions, you will not be able to access the Services provided in the Website.

2. INSTRUCTIONS AND REQUESTS

- i) We are irrevocably authorised by you to accept and act without enquiry upon any instructions made through the Website and without further authority from you. For the avoidance of doubt, we will treat any instructions made by your employer on your behalf as instructions given by you.
- ii) You acknowledge the risks inherent in giving instructions through the Website and in particular the risk that such instructions may be fraudulently or mistakenly given, intercepted, altered and may not be received in whole or in part by the intended recipient or within a particular timescale.
- iii) We shall not incur any liability for having acted in accordance with instructions provided by you through the Website. In addition, we shall not be responsible for any non-receipt of instructions or any errors or ambiguity in such instructions or any lack of authority on the part of the person giving the same.
- iv) We are entitled to ask you to confirm any instructions in writing under your own signature. We are also entitled to request additional authentication of any instruction by telephone or other means at our discretion.
- v) We shall not incur any liability for failure to comply wholly or partly with any instruction which has not subsequently been confirmed in writing, where we requested such written confirmation.

- vi) Subject to clauses 2.ix) to 2.xii), we will use our best endeavours to process instructions received during local business hours, on any UK or Channel Island business day, within one business day of receipt. We will use our best endeavours to process instructions received outside local business hours on the next business day, wherever possible.
- vii) We shall not be under any obligation to cancel or amend any instruction after it has been received.
- viii) Our records of any instruction you give via the Website will be conclusive evidence of your instruction and the time it was given, except in case of manifest error.
- ix) If you are using the Services to provide us with instructions regarding either (a) details of your investment preference or your vesting preference; or (b) a request to (i) consider the exercise, redemption, transfer or sale of your award, option, entitlement or accumulated account; or (ii) a switch of your accumulated account; or (iii) transact on shares held on your behalf in a nominee capacity (a "Request"), we confirm that we will consider your Request within a reasonable period and in accordance with the terms of the relevant plan (or scheme) applicable to you. Specific cut off times, if relevant, will be displayed in the Reference Library section of the Website under the Questions and Answers link. However, it is a condition of the use of the Services that you accept the risk of any change in the value of any award, option, entitlement or accumulated account during the period while we are considering your Request, given the terms of your plan, scheme and/or award.
- x) A Request submitted/logged via the Website on any UK or Channel Island business day may be considered by us that day, if practicable, otherwise it will be considered on the next UK or Channel Island business day. If approved, the Request will be processed, i.e. instructions sent to the relevant fund manager/custodian/broker/bank (together "External Providers") with best endeavours, on the same day as receipt of the Request, and if not on that day, then it will be processed on the following UK or Channel Island business day.
- xi) Due to dealing deadlines imposed by External Providers, although an instruction will usually be sent to the relevant External Providers on the date of receipt of the Request, we cannot guarantee that any Request submitted will be dealt by the relevant External Providers on that day and therefore we do not warrant either specific dealing dates or prices obtained. However, if an alternative arrangement has been agreed between JTC Employer Solutions and the plan sponsor for time scale of processing Requests, such alternative arrangement will take precedence.
- xii) Where a Request is submitted that requires the reinvestment of sale proceeds, we will only be able to send instruction to the relevant External Providers to reinvest such sale proceeds, once we have received cleared funds to do so. Although we will endeavour to ensure that the External Providers remit sale proceeds to us by the settlement date, we cannot be held liable for delays in reinvesting such sale proceeds caused by External Providers failing to remit the sale proceeds on the settlement date.



3. COPYRIGHT

- i) All copyright, trademarks and other intellectual property rights that subsist in the content of the Website and/or any documentation associated with the Website, (save as expressly granted), are reserved by and to JTC or such licensor as the case may be.
- ii) Pages from the Website may be viewed and single copies printed out for personal information and record keeping purposes only. Any other reproduction in any form of any part of the contents of the Website without our prior written consent is prohibited.
- iii) In particular, no part of the Website may be used on any other website or in or on any database (including any electronic database) and no one may link any other website to the Website without our prior written permission.

4. THE WEBSITE

- i) The Website is designed to be accessed through its principal product home pages and such other pages as we may decide. If you access the Website through individual third party pages directly, which have not been authorised to link to this Website and which are not adequate for this purpose, you may not see important information which is relevant to a full understanding of our products and Services.
- ii) No information on the Website should be construed as a promotion or solicitation for any services or for use thereof which is not authorised by the applicable laws and regulations of your place of citizenship, domicile or residence.
- iii) You are wholly responsible for use of the Website by any person using your computer and must ensure that any such person complies with the Terms and Conditions.
- iv) The Website may contain information or data that has been provided by third parties. We have no control over this information or data. This information or data should be used at your own risk and we make no representations and have no responsibility regarding your reliance on the information or data.

5. ACCESS TO THE SERVICES

- i) We cannot, and we do not, guarantee that the Website or Services will never be faulty, but we will endeavour to rectify any fault as soon as we reasonably can after becoming aware that such fault exists. If a fault occurs of which you are aware, you should report the fault by email and/or telephone your JTC Employer Solutions contact.
- ii) The Website and the Services are accessed via a telecommunication connection. The Terms and Conditions do not include the provision of telecommunication connection services necessary for connection to the Website and the Services. You are responsible for obtaining and paying for such connection services.
- iii) You are responsible for providing any items of hardware or communications equipment necessary to enable you to access the Website and the Services. We make no promises as to either the speed or resolution, quality of, or access to, the Website.
- iv) We may temporarily suspend the Website and the Services for operational reasons, but before doing so, we will endeavour to give you as much notice as is reasonably practicable.

- v) For your protection, we reserve the right to suspend or deny you access to the Website if any incorrect information is supplied by you in accessing the Website or if we suspect that an unauthorised person is trying to access the Website using your login id and/or password.

6. UPDATE OF INFORMATION

- i) The information on the Website is updated and modified from time to time. When referring to information provided in relation to the Services, you should note the date of the last update of information. We may vary the technical specification, the nature and/or the performance of the Services from time to time.
- ii) While we have taken all reasonable steps to ensure the accuracy and completeness of the information on the Website, information is provided on an "as is" and "as available" basis, and in the absence of fraud, wilful misconduct or gross negligence by us, we give no warranty and make no representation regarding the accuracy or completeness of the content of the Website.

7. LINKS TO THIRD PARTIES

- i) The Website may contain links or hypertext links to other websites which are hosted and maintained by third parties. We have no control over the content or security of any such site. You link to such websites at your own risk and we make no representations and have no responsibility regarding the content of any such website.
- ii) Any links to third party websites are provided solely as a convenience to users. You are reminded that when you enter other websites via such hypertext links, you may be subject to further terms and conditions applicable thereto.

8. SECURITY

- i) Login details will be issued to you by JTC Employer Solutions to enable you to access and use the Services. Login details will at all times remain the property of JTC and may be replaced or withdrawn at any time by JTC in its absolute discretion.
- ii) You shall ensure that the login details remain strictly confidential. No one but you is permitted to know or use your login details. If you know or suspect that someone else knows or may know your login details, you must inform us immediately.
- iii) You will not access or use the Services for an illegal, fraudulent or defamatory purpose, or take steps or action that could undermine the security, integrity, effectiveness, goodwill or connectivity of the Services (including but not limited to fraudulent, malicious or other activities that threaten to harm or cause harm to any other person).
- iv) You must notify us immediately if you become aware of: a) any known or suspected error in connection with the use of the Services; b) any known or suspected fraud in connection with the use of the Services; c) any reason why access to the Services is no longer appropriate and needs to be withdrawn by us; and you shall do all such acts and things as we may require in order to address, deal with or take remedial steps in connection with any of the foregoing.



9. LIABILITY

- i) We shall not be liable for direct or indirect loss of profit, loss of data, loss of contracts, loss of anticipated savings, loss of business or for any indirect or consequential loss or damage whatsoever that may be suffered by you as a result of using the Services or the Website, including but not limited to, any failure, error, omission, fraud, wilful misconduct or negligence by any third parties and/or External Providers to settle or perform transactions in accordance with market requirements under clauses 2. ix) to 2. xii).
- ii) Without limitation to the foregoing, JTC Employer Solutions shall not be liable for any loss, liability, injury or damage caused directly or indirectly by any viral contamination or by any downtime, unavailability, failure, malfunction, distortion or interruption of the Services or of any hardware, software or equipment used in connection with the Services.
- iii) JTC Employer Solutions makes no representations or warranties in relation to the Services, its functions, purpose or performance characteristics and no such representations or warranties or any other term or condition or any duty of care shall be implied.
- iv) It is your responsibility to ensure that your ability to use the Website and the Services is permitted by applicable local law and we shall not be liable for any loss or damage suffered by you as a result of not being able to use the Services or the Website in such jurisdiction(s).
- v) We shall not be liable for any loss or damage which may arise from the use that you make of any third party websites. Use of those websites and any software downloaded from any such third party websites is governed by the terms of any licence agreement which accompanies or is provided on the website or with the software.
- vi) We shall not be liable for any loss or damage which may arise from the use that you make of any third party information or data contained on the Website.
- vii) We will not be liable to you if we do not act on your instructions if we suspect or reasonably consider that: - a) Your instructions are fraudulent, ambiguous, inaccurate, incomplete or not authentic; b) We would be in breach of any law, regulation, code of practice or other duty by acting on such instructions; or c) We cannot comply with these Terms and Conditions as a consequence of conditions beyond our control (including, without limitation, any systems failure, industrial disputes or other force majeure).
- viii) We shall not incur any liability whatsoever arising from the fraud, wilful misconduct or negligence of any delegate, agent, nominee or any other third party (including, for the avoidance of doubt, External Providers) appointed by us in good faith and with due diligence.

10. CONFIDENTIALITY

- i) You accept that the giving of instructions or submission of requests via e-mail, electronic messaging or the Internet is not secure, may not be free from interference by unauthorised persons and that you cannot be assured of complete privacy and confidentiality.

11. PERSONAL DATA

- i) As part of using the Website, JTC Employer Solutions will need to process your personal data. Any processing of your personal data will be in line with applicable data protection laws and our privacy notice, which outlines what personal data we may collect about you, how we use it, who we may transfer it to, how we protect it and your rights regarding your personal data.

12. VARIATION OF TERMS AND CONDITIONS

- i) We may amend the Terms and Conditions from time to time by providing you with notice of the amendment either before or after the amendments take effect. You may be asked to agree any amendments upon accessing the Services the first time after the amendments have been made.

13. TERMINATION

- i) We can suspend the provision of the Services to you or end the provision of any Services immediately if you break any of the Terms and Conditions, or if we believe the Services are being used in a manner prohibited under the Terms and Conditions.
- ii) If we suspend the Services because of a contravention by you of any of the Terms and Conditions, we will not restore them until we receive an acceptable assurance from you that there will be no further contravention.
- iii) We may cancel the Services at any time without notice to you.
- iv) You may ask us to terminate your ability to use the Website at any time upon written notice to us.

14. LEGAL AND REGULATORY

- i) JTC Employer Solutions means any entity which is, from time to time, any one or more of JTC Employer Solutions Limited and all of its subsidiaries and their respective successors in title.
- ii) JTC Employer Solutions Limited and all its subsidiaries are regulated either by the Jersey Financial Services Commission or the Guernsey Financial Services Commission. Full details of the regulatory position for all JTC regulated entities can be found on www.jtcgroup.com/legal-and-regulatory/.
- iii) These Terms and Conditions are issued by JTC Employer Solutions Limited (whose contact details are reflected at the end of these Terms and Conditions) on behalf of JTC Employer Solutions.

15. COMPLAINTS

- i) If, at any time, you are dissatisfied with any aspect of the Services and/ or the Website, the matter should be raised with your JTC Employer Solutions contact. You may also request a copy of our complaint procedure which sets out how your concerns will be handled.
- ii) JTC Employer Solutions complies with all applicable laws and codes of practice for the proper handling of complaints.



16. GOVERNING LAW

- i) Use of the Services and the Website is subject to the laws of Jersey which shall exclusively govern these Terms and Conditions. The Courts of Jersey shall have non-exclusive jurisdiction over all claims or disputes arising in relation to, out of or in connection with, the Services and/or this Website and their respective use. If any provision of the Terms and Conditions shall be held unlawful, void or unenforceable for any reason, then such provision shall be deemed severed and shall not affect the validity and enforceability of the remaining provisions.

17. ASSIGNMENT

- i) All rights and benefits that you may have in connection with, or in any way relating to, the Services are personal to you and may not be assigned by you.

18. TELEPHONE CALLS

- i) To help JTC Group to improve its service and in the interests of security, JTC may monitor and/or record all telephone calls with JTC Employer Solutions. Such recordings shall be and remain the sole property of JTC, and JTC shall have the authority to deliver copies or transcripts of such recordings to any court, tribunal, arbitrator or regulatory authority of competent jurisdiction as it sees fit.

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JTC Employer Solutions Limited, 28 Esplanade, St Helier, Jersey, JE2 3QA, Channel Islands. Registered Company Number: 65008.

REGULATION AND TERMS OF BUSINESS

JTC Employer Solutions Limited is regulated by the Jersey Financial Services Commission. Registered office 28 Esplanade, St Helier, Jersey, JE2 3QA, Channel Islands, registered company number 65008 and is also registered as a UK branch at 19 Canning Street, Edinburgh, EH3 8EG, UK establishment no. BR019198. JTC Employer Solutions (Guernsey) Limited is licensed by the Guernsey Financial Services Commission for the provision of fiduciary services. Registered office: Ground Floor, Dorey Court, Admiral Park, St Peter Port, Guernsey GY1 2HT, Channel Island, registered company number 34375.

Full regulatory and corporate details of JTC Employer Solutions Limited and its subsidiaries, together with all regulated entities within JTC Group, can be found at www.jtcgroup.com/legal-and-regulatory/
Terms and conditions are updated from time to time and can be found at www.jtcgroup.com/ES-terms

