

# Terms & Conditions and Privacy Policy

To access J.P. Morgan Online Services please read the site Terms & Conditions and Privacy Policy set out below and click “Agree” at the bottom of this page. Electronic applications submitted with debit card payment instructions will be processed on the day of receipt in accordance with online banking legislation.

## ONLINE SERVICES TERMS & CONDITIONS AND PRIVACY POLICY

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 “Agree” 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) or any prevailing relevant regulations and legislation 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 these Terms and Conditions 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 ‘J.P. Morgan Asset Management’, ‘we’, ‘us’ and ‘our’ are references to JPMorgan Funds 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 or ordinarily resident in the United Kingdom for tax purposes; or
- performing duties as a crown employee serving overseas (or are married to 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 Inland Revenue 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.

No investment, initial or otherwise, should be undertaken without first reading:

- the relevant Product’s prospectus (if applicable);
- the relevant Product’s key features (if applicable); and
- the Individual Savings Account (‘ISA’) terms and conditions of investment (if applicable)

A copy of all of the relevant documentation is available on the website.

### 2 REGISTERING TO USE THE SERVICES

2.1 Existing Private Investors

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

For existing joint accounts, the following criteria apply during the “Registration of Existing Investor” process:

- Main applicant of an existing joint account will be able to register online. The main applicant will be able to view underlying joint holdings and to place subscriptions and top-up investments online. Redemptions and switches on joint accounts cannot be placed online, as they require approval of the joint holder. These have to be placed off-line bearing the signature of all jointholders.

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- Second applicant of an existing joint account will not be able to access the joint account  
Existing accounts with regular savings plan are available online for valuation purpose only and cannot be amended online. Any changes will have to be done off-line by contacting directly J.P. Morgan Asset Management Client Services using the telephone number provided in the Contact Us page. You cannot set-up any new regular savings plan for investing. Investments have to be done via debit card or cheque payment lump sums.

## 2.2 New Private Investors

If you are a new private investor, after completing the online registration, you will be notified whether your application has either been “accepted”, “rejected” or is “pending” due to system unavailability. Any application received by us before 08.30 or after 18.00 on weekdays, or at any time on weekends and bank holidays in the United Kingdom, may be given a “pending” status.

If your application is accepted, you will be sent:

- a copy of the ISA declaration which you confirmed your acceptance of online at the point at which you applied to open or top up an ISA.
- a single use password by post, which will provide you with initial access, via the Internet, to the Services.

J.P. Morgan Online Services does not support new joint registered accounts to be set up as part of the “New Investor Buy and Registration” process. No regular savings plan for investing is available. Investments have to be done via debit card or cheque payment lump sums.

## 3 PASSWORDS AND SECURITY CODES

- 3.1 Your single use password will be valid for 25 days from the date of issue. If you fail to access the Services within this period, your password will be cancelled and you must contact the J.P. Morgan Asset Management Client Services by phone using the telephone number provided in the Contact Us page, to request a new issue.
- 3.2 When you access the Services for the first time, you will be required to change the single use password to the one of your choice and create your personal security code (Security Code). You must not use a password or Security Code that other people might easily guess, for example, birth dates, family pet or street names.
- 3.3 The receipt of the single use password does not imply that your application has been successfully processed.
- 3.4 You must safeguard your password and Security Code. Under no circumstances should you keep a written or electronic record of your password or Security Code, nor disclose them to any other person, including our staff. Your password and Security Code must remain confidential and you must take all reasonable steps to prevent disclosure of your password or Security Code. You must report disclosure or possible disclosure of your password or Security Code to us as soon as you become aware, or suspect, that your password or Security Code have been disclosed and provide us with all information and assistance as we may 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 using your user identification, account number, password or Security Code.
- 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 telecommunication 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 As an individual investor, you can use this website to:
  - apply to purchase a new ISA or OEIC by debit card or cheque (to invest by cheque a printed application form must be completed and sent to J.P. Morgan Asset Management along with the cheque)
  - apply to invest in a new or existing ISA or OEIC by debit card or cheque
  - switch between OEIC Funds, either held directly or within your ISA;
  - sell your ISA or OEIC investments;
  - maintain and amend personal details such as your address, telephone number, email address, and income payment account and
  - view details of your existing Products and transactions history.
- 5.2 We reserve the right to add to, alter, upgrade or discontinue any or all of the Online Services or information contained on this website without notice. It is your responsibility to regularly read the “Terms & Conditions” accessible in the menu. By using the Online Services you agree and accept to be bound by these terms and conditions.

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- 5.3 No application from you (whether for a new ISA or OEIC, to top up an existing ISA or OEIC, or otherwise) will be deemed accepted by us until we send confirmation of our acceptance of your application or other instruction by post.
- 5.4 We are not obliged to accept any application received from you. Where we accept your application, a confirmation of our acceptance of your application will be sent to you. If you do not receive confirmation of acceptance or a notice of rejection within 5 business days of placing an application, you should notify us immediately by phone. If you receive confirmation of our acceptance but:
- any aspect of the confirmation of acceptance received does not accurately reflect the application made by you; or
  - you receive a confirmation of acceptance for any application which has not been placed by yourself, you should immediately notify us by phone using the telephone number provided in the Contact Us page and giving full details.
- 5.5 If we accept your application, we will send you a reference number which you must keep.

## 6 PAYMENT

- 6.1 As an individual investor applying to invest in a Product, you may pay by any of the following debit cards:
- Visa debit
  - UK Maestro
  - Solo
  - and any card which we may approve from time to time.
- 6.2 If you wish to pay by cheque, a printed application form must be completed and posted to J.P. Morgan Asset Management along with the cheque.
- 6.3 Where you pay by debit card, you warrant that you are authorised to use your debit card by the relevant card issuer and that you will abide by any terms of use issued by the relevant card issuer relating to the debit card. You acknowledge that any transaction you make using a debit card is subject to authorisation by the relevant card issuer. We are not obliged to effect any transaction which is not duly authorised by the relevant card issuer, or where authorisation is received by the card issuer, but the card payment does not go ahead immediately.
- 6.4 We acknowledge that there could be no minimum financial limit on the use of your debit card, although there may be minimum and maximum limits on the amount you may invest in specific Products in any transaction (see "Investment Limits" below).
- 6.5 We will not apply any commission, fee or other charge ("Charge") on any card payment when you use Visa debit, UK Maestro, Solo (or any other debit card notified by us from time to time). Where you use other debit cards to pay for your investment, we may apply a Charge on your card payment.

## 7 INVESTMENT LIMITS

- 7.1 You may use the Services to invest in new or existing Products up to a maximum amount of £20,000.00 per transaction subject to any lower subscription limits that may apply in respect of a particular Product. If you wish to invest a higher amount please contact us by telephone.
- 7.2 Any application accepted by us, which we receive on:
- a Dealing Day (as defined in the relevant prospectus) before 12.00 noon, will normally be dealt at the prices based on the next applicable valuation point.
  - a day other than a Dealing Day, will be dealt at the prices based on the appropriate valuation point of the next Dealing Day.
- We have one valuation point in operation for the products. Please refer to the prospectus and/or Key Features Documents for your chosen product.

## 8 MONEY LAUNDERING PREVENTION

- 8.1 All transactions relating to the products we provide are covered by the FSA Money Laundering Rules and Money Laundering Regulations 2003. This means that we, as a company conducting investment business, are responsible for compliance with these Rules. This includes, but is not limited to, verifying the identity and address of investors in our funds.
- 8.2 The verification of your identity and/or address may include the use of a credit reference agency who will record that an enquiry has been made (this should not affect your credit rating), checking electronic databases or requesting further information from you.
- 8.3 We reserve the right to delay processing your instruction(s) and/or withhold any payments due to you in respect of your investment, until satisfactory evidence is received. Any cash will be held in a non-interest bearing client money account.
- 8.4 We will not be held responsible for any losses caused by any delay in implementing an accepted application whilst establishing your identity.

## 9 COMMUNICATION VIA J.P. MORGAN ONLINE SERVICES

- 9.1 Any electronic mail (e-mail) communication we send to you will be deemed received by you when that communication leaves our server. Any e-mail communication you send to us will be deemed received by us when that communication is received on our server. You acknowledge that e-mail communications via the world wide web (internet) may not be secure and accept responsibility accordingly. We do not recommend that you send any personal or confidential information by email.

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- 9.2 You are responsible for keeping appropriate records of all email communication sent and received using the Services and any confirmation numbers or notices that you may be directed through your use of the Online Services to keep.
- 9.3 Your email communication will not be treated as properly received unless and until we receive the email communication in an uncorrupted, readily accessible and readable format.
- 9.4 You understand and agree that it is your responsibility to review e-mail communications and to notify us immediately of any error or omission and you acknowledge that we will not be liable for any claim based on any error or omission.
- 9.5 You expressly authorise us to accept any instruction made through your use of the Online Services which we reasonably believe to originate from you and we do not accept any liability whatsoever or howsoever arising, directly or indirectly, from our acting in accordance with said instruction.
- 9.6 We are not obliged to verify the source of any e-mail communication or instruction made through your use of the Services as long as we reasonably believe it to be genuine and, in the event that we do not consider any such e-mail communication or instruction to be genuine and accurate we may decline to act upon such e-mail communication or instruction and you acknowledge and confirm that you hereby release us from any liability whatsoever, directly or indirectly, from our resulting action, inaction or omission. However, for your protection, we reserve the right to contact you and obtain written confirmation from you of any instruction made through your use of the Online Services.

## 10 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 J.P. Morgan Asset Management Client Services by phone using the telephone number provided in the Contact Us page, on weekdays between the hours of 8.30am and 6.00pm.
- 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:
- any error, corruption, inaccuracy or incompleteness in any information or communication received from you;
  - your use of, or access to, this website, the Products and the Services, except as a result of our negligence or wilful 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; or
  - any failure to carry out any application or communication received using the Services if we are unable to obtain payment of the full amount due or if incorrect details are submitted with your application.
- 10.4 Whilst we take all reasonable care, steps to ensure all electronic communication, 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 Services Authority.

## 11 COOKIES

- 11.1 No cookies or similar software is used in the provision of the Online Services.

## 12 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.

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## 13 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 J.P. Morgan Asset Management, Client Administration Centre, Finsbury Dials, 20 Finsbury Street, London EC2Y 9AQ. 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.

## 14 COMPLAINTS

- 14.1 If you have a comment or complaint about this website or the Services, please tell us by contacting J.P. Morgan Asset Management using the telephone number provided in the Contact Us page or by writing to our Complaints Manager, Client Administration Centre, Finsbury Dials, 20 Finsbury Street, London EC2Y 9AQ. 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 may be able to refer the matter to 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**  
South Quay Plaza,  
183 Marsh Wall,  
London, E14 9SR.  
Telephone 0845 080 1800

## 15 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. 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.

## 16 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.
- 16.7 We reserve the right to refuse any application to purchase units without giving a reason for doing so.
- 16.8 Telephone lines are recorded and may be monitored for security and training purposes.

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## 17 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.

## 18 PRIVACY POLICY AND SECURITY

18.1 J.P. Morgan Asset Management is wholly committed to protecting client privacy and will take all reasonable steps to ensure that your personal data is kept secure against unauthorised access, loss, disclosure or destruction.

The personal data you supply (a) when applying for the services of and (b) throughout your relationship with, J.P. Morgan Asset Management will be processed for the purposes of:

- i) administering your account,
- ii) operational purposes, credit assessment and statistical (including behaviour) analysis
- iii) providing you with information concerning products and services which may be of interest and
- iv) to meet legal and regulatory requirements.

### Your personal data may be disclosed :

- i) to any of our Affiliates, agents or information providers,
- ii) if we have a right or duty to disclose the data or are permitted or compelled by law to do so, or
- iii) to any member of the JP Morgan Chase & Co group of companies (including companies based in countries where data protection laws might not exist or be of a lower standard than the EU), to enable the provision of services to you.

18.2 If you wish, you may have a copy of the personal data held in relation to you. J.P. Morgan Asset Management is allowed by law to charge you a fee for this. If you would like to exercise this right, please put your request in writing to:

### The Privacy Officer

J.P. Morgan  
Compliance  
13th Floor  
125 London Wall  
London  
EC2Y 5AJ

18.3 If any of your personal data is found to be incorrect it will be amended, updated or deleted as appropriate. Unless otherwise indicated, the personal data you supply is necessary to enable J.P. Morgan Asset Management to provide the requested services.

JPMorgan Asset Management Marketing Ltd or any associated or subsidiary companies may from time to time provide customers with details of new investments, product launches and special offers by mail, telephone or e-mail. All customers are given the opportunity to opt out of receiving such information at the time that they apply to open an account with J.P. Morgan Asset Management. However, this decision may be reversed at any time by writing to:

J.P. Morgan Asset Management  
Freepost NAT 17428  
London  
EC2B 2BR

18.4 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.

**By clicking this button I confirm that I have read and agree to be bound by the site Terms and Conditions, the Privacy Policy, the Key Features and product Terms and Conditions.**