

MWise Terms of Use

1. About these Terms of Use

- 1.1 The below terms (the "Terms") apply to you when you use the online application available at MWise. MWise is an online discretionary investment management service providing you with Simplified Advice on an ongoing basis.
- 1.2 The Terms are a legal agreement between you and Mattioli Woods plc ("MTW", "Us", "We", "Our") that outlines the latest version of the standardised Terms of Use presented to users of MWise.
- 1.3 We are authorised and regulated by the Financial Conduct Authority under firm number 220743. We are a public listed company and are registered in England and Wales with registration number 3140521. Our registered address is 1 New Walk Place, Leicester, LE1 6RU.
- 1.4 These Terms govern your use of MWise, therefore please read these Terms carefully and do not use MWise if you do not agree with them.
- 1.5 By accessing or using the App you confirm you have read, understand, and agree to be legally bound by these Terms. If you do not agree to these Terms, please do not access, or use MWise.
- 1.6 If you have any queries in relation to these Terms, please contact Us above or by email to Privacy@Mattioliwoods.com.

2. Access and use of the App.

- 2.1 We use Tiller Technologies Limited (Portal Provider) to make MWise available for you to use. You must use MWise in accordance with any guidelines or instructions set out by Us or the Portal Provider.
- 2.2 Any person(s) granted express permission to access MWise must do so exclusively for the purpose intended. This includes:
 - a) opening, closing or checking your account
 - b) amending or updating your details
 - c) viewing documents, reports and projections
 - d) requesting support
- 2.3 While We will make every effort to ensure the accuracy of the information provided on MWise, it cannot guarantee its absolute accuracy in the event of a technical issue or failure. Therefore, the information should be an indicator only and is liable to change from time to time.
- 2.4 Links may be provided from MWise to the websites of other organisations. These links, along with information published thereon, are outside of Our control, and as such We cannot accept responsibility for them.

2.5 You may access and use MWISE for lawful purposes only. You must not access or use MWISE in any way that breaches any applicable local, national, or international law or regulation or which is in any way unlawful or fraudulent.

2.6 You must not:

- a) copy, distribute, publish, alter, adapt, create derivative works from, or otherwise use any material or software which form MWISE (or any part of it), either in whole or in part, or attempt to do so,
- b) seek to interfere with or damage MWISE or its content or inhibit others from using the Portal,
- c) frame, harvest or link to MWISE or its content or use any content or material on MWISE or any part of it on any other application, website, or social media platform unless you have received our prior written approval to do so,
- d) compromise, or attempt to compromise, the security of MWISE or incite or encourage any other person or entity to do the same, and/or
- e) attempt to gain unauthorised access to MWISE, attempt to access resources, information or data outside of your MWISE account, or access any server computer or database connected to MWISE. You will not measure, scan, or otherwise test the vulnerability of MWISE.

3. Connection and use of Equipment and Software

3.1 You shall ensure that you have the equipment and software (including security and virus protection) to obtain access to MWISE so that you are able to use the services. For the avoidance of doubt, MTW shall not have obligations or liability in respect of any defect or failure of the equipment and or software or access to MWISE.

3.2 Access to MWISE shall be effected via the internet or such other electronic means of access or communication as may be reasonably required by MTW or the Portal Provider from time to time.

4. MTW's Responsibility

4.1 We will use commercially reasonable efforts to ensure that MWISE:

- a) is error free.
- b) is secure, including multi-factor authentication as standard for all users
- c) is open and accessible, however, this is a Portal Provider platform, and We will be subject to their service level agreements.

4.2 We cannot and do not guarantee that:

- a) the functions or content on, or accessed from or through, MWISE shall be free from errors, complete or accurate,
- b) MWISE, its content, or the services that make it available are error or virus free or free of other harmful components,

- c) the security of information transmitted over the internet, and you understand that We do not guarantee any confidentiality with respect to any account details or content you upload, create, store and/or otherwise use in relation to the Portal.
- d) MWISE will always be available and accessible
- e) MWISE will not be revoked/removed

4.3 We do not make any other warranty or guarantee in respect of MWISE or your use of it.

5. Your Responsibility

5.1 You shall ensure that:

- a) Your equipment and software is used in such a manner as will not adversely affect or corrupt MWISE software or any other software which may be used by MTW,
- b) Your equipment and software is not used to access or retrieve any data which you are not entitled to access,
- c) you do not use MWISE or permit it to be used in any way that causes MWISE or access to it to be interrupted, damaged or impaired in any way,
- d) attempt to rectify or permit any person (not authorised by Us) to rectify any fault or inaccuracy in the data, documentation, or MWISE, except where required as part of our ongoing relationship as set out in our client agreement with you,
- e) otherwise tamper with or attempt to make any deletions, additions, adjustments, or alterations to any of the information in MWISE

6. Your account

6.1 To use MWISE, you are required to have an email address.

6.2 We will need to be informed of this email address to create the account. To access your account requires entering a username and password, and additionally, using a mobile device for multi-factor authentication.

6.3 You will first need to complete the first-time access process outlined in the guide sent with your invitation. You confirm that the details you provide to set up your account are accurate and correct. You are solely responsible for your account information and must always keep this secure and up to date.

6.4 It is your responsibility to keep access to your account secure. You must not:

- a) allow any other person or entity to access or use your account and you must keep your user details (including without limitation your username and password) confidential and not share them with anyone else,
- b) access or use (or attempt to access or use) the account belonging to any other user of MWISE,
- c) create (or attempt to create) additional accounts on MWISE, or
- d) create (or attempt to create) an account using false, untrue, or misleading details or using the personal details of another individual.

6.5 If you believe that another person or entity has accessed your account, you should notify us immediately on the contact details provided in clause 1. You should also seek to

notify your IT department to investigate any breach and take steps to change any passwords immediately.

6.6 You agree that at any time we or the Portal Provider may suspend or cancel your MWISE account if you have breached any of these Terms.

7. Your content

7.1 MWISE allows you to access, upload, create, store and/or use content relating to your relationship with Us (Content). Your content is defined as documents created by you and uploaded to the portal.

7.2 You warrant that ownership of all your content on MWISE, belongs to you. You shall at all times remain responsible for your content.

7.3 You must respect the rights of others when using MWISE. You agree that the Content will not:

- a) infringe the intellectual property rights (including without limitation any copyright) of any other person or entity,
- b) violate or infringe the privacy of any other person or entity,
- c) defame, bully, harass or intimidate any other person or entity,
- d) contain any content which is pornographic, abusive, violent (or inciting of violence), threatening or inciting of hatred or discrimination, or
- e) contain any misleading or false statements that could harm us, MWISE or any third party.

7.4 You agree that, at any time and without notice, We may access, review and/or delete the Content (or any part of it) for any reason, including, without limitation, if you have breached any of these Terms.

8. Using your data

8.1 MTW is committed to the principles of good information management, and we intend to go beyond basic legal requirements when it comes to processing your information. This is because we recognise and value the trust you place in us to handle your information in a lawful, fair, and transparent way. We are committed to assuring you that your privacy is protected with us. For more information on how We use your personal data in order to provide MWISE, please see our Privacy Policy which can be found here: www.mattioliwoods.com/privacy

9. Our content

9.1 You are not granted any rights or licences to use in any way any of Our trademarks, logos, branding, designs or other intellectual property rights, or those of the Portal Provider, except to the extent required to access and use MWISE.

9.2 Except for the Content and Third-Party Content, we and/or the Portal Provider are the owners or licensees of all intellectual property rights arising out of in relation to MWISE and any related software and materials. This includes but is not limited to the text, photographs, images, graphics, illustrations, designs, written and other material including software.

10. Third party content

- 10.1 MWISE may contain links to sites operated by third parties and/or content or materials belonging to or uploaded by third parties (Third Party Content).
- 10.2 Neither We nor the Portal Provider endorse, are responsible for, or shall have any liability in respect of, any Third-Party Content that you may have access to as a result of your use of MWISE.
- 10.3 All references contained in MTW's client portal's relating to corporate names, trademarks, and service marks of third parties are intended to accurately identify such parties as the sources of specific products and services. We acknowledge the proprietary rights of other parties to their names and marks.

11. Liability

- 11.1 So far as permitted by law, neither the Us nor any third party shall be liable for any loss or damage, direct, indirect or consequential, arising from any interruption temporary or otherwise in the availability of MWISE, accessibility of the data, loss or damage to equipment and software, or any other loss as a result of using MWISE.
- 11.2 The Portal Provider is not responsible and will have no liability for and, except to the extent that it results from our negligence or breach of these Terms, we are not responsible for and will have no liability for:
 - a) any Third-Party Content,
 - b) any unauthorised access or use of MWISE (or the servers on which MWISE are hosted),
 - c) any damage or loss incurred as a result of your use of MWISE or the use of any content you access on or in relation to MWISE, or
 - d) any errors or omissions in, or damage to or loss of any Content arising out of or in relation to your use of MWISE.
- 11.3 We reserve the right to suspend access to all or part of MWISE or to close it indefinitely without notice and We will not be liable for any loss or damage which was not foreseeable however it arises.

12. Changes to the portal

- 12.1 We or the Portal Provider may develop, update and/or improve MWISE from time to time. These developments, updates and/or improvements may be applied automatically from time to time. We also reserve the right to alter, remove or update materials and information on MWISE at any time without notice.

13. Changes to the Terms

- 13.1 We reserve the right to change these Terms at any time after giving reasonable notice, save to amendments required that are in the best interests of all parties.
- 13.2 By continuing to access and/or use MWISE after the Terms have changed, you are agreeing that you have read, understood, and agree to be bound by any updated Terms.

14. Laws

- 14.1 You acknowledge and agree that these Terms apply to your access and use of Mwise and that you will comply with the same.
- 14.2 If any provisions of these Terms are or become invalid or contravene any law then the remaining provisions shall not be affected.
- 14.3 These Terms and all non-contractual obligations connected to them are governed by English law. You and We agree to submit to the non-exclusive jurisdiction of the English courts in respect of the same.
- 14.4 No waiver shall constitute a waiver of any other terms. No failure by us to exercise a remedy shall constitute a waiver to subsequently exercise any remedy.
- 14.5 The Portal Provider may enforce any Terms which are expressed to be for its benefit. Except for the Portal Provider, no third party may enforce the Terms.