

Mattioli Woods MWPortal Terms of Use

1. About these Terms of Use

- 1.1 The below terms (the "Terms") apply to you when you use the Mattioli Woods MWPortal (the "MWPortal"). The MWPortal is an online service providing you with access to view the value and transactions associated with your investments held with Mattioli Woods plc.
- 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 the MWPortal. These Terms of use must be read in conjunction with any other applicable terms and warnings governing the use of this MWPortal.
- 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 the MWPortal, therefore please read these Terms carefully and do not use the MWPortal if you do not agree with them.
- 1.5 By accessing or using the MWPortal 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 the MWPortal.
- 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 MWPortal.

- 2.1 In order to be able to access the information offered on this MWPortal, you may need to use a specific user ID, email address or other login information, such as a password ("Login Information"). You must not disclose your Login Information to any person or otherwise allow any person to access the MWPortal using your Login Information.
- 2.2 Any person(s) granted express permission to access the MWPortal must do so exclusively for the purpose intended. This includes, but may be limited at times due to development work being undertaken:
 - 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 the MWPortal, we 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 the MWPortal to the websites of other organisations. These links, along with information published thereon, are outside of Our control, and as such We cannot and do not accept responsibility for them.
- 2.5 You may access and use the MWPortal for lawful purposes only. You must not access or use the MWPortal in any way that breaches these Terms, 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 the MWPortal (or any part of it), either in whole or in part, or attempt to do so,
 - b) seek to interfere with or damage the MWPortal or its content or inhibit others from using the MWPortal,
 - c) frame, harvest or link to the MWPortal or its content or use any content or material on the MWPortal 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 the MWPortal or incite or encourage any other person or entity to do the same, and/or
 - e) attempt to gain unauthorised access to the MWPortal attempt to access resources, information or data outside of your the MWPortal account, or access any server computer or database connected to the MWPortal. You will not measure, scan, or otherwise test the vulnerability of the MWPortal.

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

4. MTW's Responsibility

- 4.1 We will use commercially reasonable efforts to ensure that the MWPortal:
- 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 third party 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, the MWPortal shall be free from errors, complete or accurate,
 - b) the MWPortal, 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) the MWPortal will always be available and accessible
 - e) the MWPortal will not be revoked/removed
- 4.3 We do not make any other warranty or guarantee in respect of the MWPortal 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 the MWPortal 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 the MWPortal or permit it to be used in any way that causes the MWPortal or access to it to be interrupted, damaged or impaired in any way,
 - d) you will not misuse the MWPortal by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful
 - e) attempt to rectify or permit any person (not authorised by Us) to rectify any fault or inaccuracy in the data, documentation, or the MWPortal, except where required as part of our ongoing relationship as set out in our client agreement with you,
 - f) otherwise tamper with or attempt to make any deletions, additions, adjustments, or alterations to any of the information in the MWPortal

6. Your account

- 6.1 To use the MWPortal, 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 phone 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 Login 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 Login Information 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 the MWPortal,
 - c) create (or attempt to create) additional accounts on the MWPortal, 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 may suspend or cancel your MWPPortal account if you have breached any of these Terms.

7. Using your data

- 7.1 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 the MWPPortal, please see our Privacy Policy which can be found here: www.mattioliwoods.com/privacy

8. Our content

- 8.1 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, except to the extent required to access and use the MWPPortal.
- 8.2 Except for the Content and Third-Party Content, we are the owners or licensees of all intellectual property rights arising out of in relation to the MWPPortal 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.

9. Third party content

- 9.1 The MWPPortal may contain links to sites operated by third parties and/or content or materials belonging to or uploaded by third parties (Third Party Content).
- 9.2 We do not 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 the MWPPortal.
- 9.3 All references contained in MTW's MWPPortal'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.

10. Liability

- 10.1 We do not exclude or limit in any way Our liability to you where it would be unlawful to do so. Nothing in these Terms shall exclude or limit liability for: a) death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; b) fraud or fraudulent misrepresentation; or c) any duty which we may have under the Financial Services and Markets Act 2000 or the rules of the Financial Conduct Authority
- 10.2 Neither Us nor any third party shall be liable for:
- a) any loss of profit, loss of revenue, loss of business, business interruption, loss of opportunity or any indirect, special or consequential loss;
 - b) any losses which arise from any event beyond our reasonable control;

- c) any losses which could not reasonably have been anticipated; or
 - d) your inability to access and/or use the MWPortal.
 - e) any loss or damage, direct, indirect or consequential, arising from any interruption temporary or otherwise in the availability of the MWPortal,
 - f) accessibility of the data, loss or damage to equipment and software,
 - g) any other loss as a result of using the MWPortal
 - h) any Third-Party Content,
- 10.3 You indemnify Us and Our affiliates, partners, employees and agents against all actions, claims and demands (including the cost of defending or settling any action, claim or demand) which may be instituted against us arising out of a failure by you or by any person using your Login Information (whether or not you have authorised that person to use your Login Information) to comply with these Terms.
- 10.4 Any technical support provided by Our staff is given in good faith and We cannot accept liability for any data or information held on your computer, which may be lost or damaged in processes advised.
- 10.5 We reserve the right to suspend access to all or part of the MWPortal 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.

11. Changes to the portal

- 11.1 We may develop, update and/or improve the MWPortal 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 the MWPortal at any time without notice.

12. Changes to the Terms

- 12.1 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.
- 12.2 By continuing to access and/or use the MWPortal after the Terms have changed, you are agreeing that you have read, understood, and agree to be bound by any updated Terms.

13. General

- 13.1 We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.
- 13.2 These terms do not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.
- 13.3 No delay, act or omission by us or you in enforcing these terms will prevent us or you from enforcing these terms at a later stage.

14. Laws

- 14.1 You acknowledge and agree that these Terms apply to your access and use of the MWPortal 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.