



**CHANNEL ISLAND
MORTGAGES TERMS
AND CONDITIONS
BUTTERFIELD BANK
(CHANNEL ISLANDS) LIMITED
and
BUTTERFIELD BANK JERSEY**

USING YOUR PERSONAL INFORMATION

This is a summary of the Privacy Policy of Butterfield Bank (Channel Islands) Limited (BBCIL) and Butterfield Bank Jersey (BBJ) (referred to as “we” or “us”) of Martello Court, Admiral Park, St. Peter Port, Guernsey GY1 3AP and IFC6, IFC Jersey, St Helier, Jersey JE2 3BZ. To view our full Privacy Notice, please visit our website (www.butterfieldgroup.com).

1. Introduction

- 1.1. We take confidentiality of our customer’s data extremely seriously. We are committed to protecting the privacy of your personal information which we obtain about you when you apply to us for finance and throughout our relationship with you.
- 1.2. The following sections explain how we will use your personal data once you have applied to us for any of the services that we provide. “Personal data” is personal and financial information about you which identifies you and which is necessary and relevant for us to collect in order to provide our services to you.
- 1.3. We will require your consent to process and use your personal data as set out below in order to provide you with the service you are applying for. Please note that if we are unable to obtain your consent to use your personal data in the way described below we will not be able to provide the requested services to you.
- 1.4. The personal data held by us in relation to you will be held on our computer systems and/or our internal records to assist us. Whether it is processed in the UK or overseas including when it is sent to other members of the Butterfield Group, your information will be subject to a strict code of confidentiality applying to us and all members of the Butterfield Group, its staff and any applicable third parties. Your data will be processed in accordance with all applicable data protection legislation.
- 1.5. Where we refer to the “Butterfield Group” we mean other associated companies including our ultimate holding company and any company which is a subsidiary of our ultimate holding company, N.T. Butterfield & Son Limited in Bermuda.

2. How we collect information about you

- 2.1. We collect personal and financial information about you when you provide us with data over the telephone, by e-mail or facsimile, and when you send us documents, or from any third parties such as an intermediary.
- 2.2. The information you give us may include your name, address, date of birth, e-mail address and contact telephone number, employment status, occupation, financial information including your income, assets and current financial commitments.
- 2.3. We will also collect information about you to verify your identity and your home address. We may also verify such information by accessing external databases and agencies and also to prevent fraud and money laundering (see part 5).
- 2.4. We will only collect information about you where this is necessary in order for us to be able to provide you with our services.

3. Confidentiality

- 3.1. Your personal data will remain confidential. We will not otherwise disclose, sell or distribute your personal data to any third party without your permission or unless we are required to do so by law or have a public duty to do so. In addition we may disclose your personal details to:
 - any organisation having a legal right to your personal information, including the local regulators or overseas government body or regulator, the police and any other enforcement agencies and authorities;
 - our auditors, lawyers and professional advisors who have agreed to treat your personal details as confidential;
 - any organisation which introduced you to us or we introduce to you, but always on the basis it is kept confidential;

- any organisations (including sub-contractors and our agents) which provide a service to us relating to your lending facility or other agreement you may have with us and which helps us to support and provide services to you, but always on the basis it is kept confidential;
- any organisation we may transfer our rights and obligations under any contract with you;
- any licensed credit reference and fraud prevention agencies, debt collection agencies, legal advisers or other organisations which may assist us, including following any default or failure by you to meet your responsibilities under the applicable terms and conditions of any agreement you have with us; or
- any other third party with your consent.

4. How we will use your personal data

- 4.1. The information provided by you will be held on our computer systems or other records to assist us in providing the service for which you applied for and in our dealings with you.
- 4.2. We have set out below, in a table format, a description of all the ways we plan to use your personal data, and which lawful bases we rely on to do so. We have also identified what our legitimate interests are, where appropriate.
- 4.3. Note that we may process your personal data for more than one lawful basis depending on the specific purpose for which we are using your data. Please contact us if you need details about the specific lawful basis we are relying on to process your personal data where more than one basis has been set out in the table below.

How we use client data	Type of data	Lawful basis for processing including basis of legitimate interest
To register you as a new customer	(a) Identity (b) Contact	Performance of a contract with you
Making lending decisions	(a) Identity (b) Contact (c) Financial (d) Transaction (e) Marketing and Communications	(a) Performance of a contract with you (b) Necessary for our legitimate interests (to consider whether lending should be made)
Administering your account and collecting debts	(a) Identity (b) Contact (c) Profile (d) Marketing and Communications	(a) Performance of a contract with you (b) Necessary to comply with a legal obligation (c) Necessary for our legitimate interests (to keep our records updated and to recover debts due to us)
Assisting in verifying your identity	(a) Identity (b) Contact	(a) Performance of a contract with you (b) Necessary for our legitimate interests (for KYC purposes) (c) Necessary to comply with a legal obligation
Assessing credit and other risks	(a) Identity (b) Contact (c) Financial	Necessary for our legitimate interests (for running our business and considering risk)
Developing, testing, researching and improving products and services	(a) Identity (b) Contact (c) Profile (d) Usage (e) Marketing and Communications (f) Technical	Necessary for our legitimate interests (to study how customers use our products/ services, to develop them, to grow our business and to inform our marketing strategy)
Business and statistical analysis	(a) Technical (b) Usage (c) Profile	Necessary for our legitimate interests (to define types of customers for our products and services, to keep our website updated and relevant, to develop our business and to inform our marketing strategy)

How we use client data	Type of data	Lawful basis for processing including basis of legitimate interest
Legal and regulatory compliance	(a) Identity (b) Contact (c) Financial	Necessary for our legitimate interests (compliance with regulations)
Preventing or detecting financial crime	(a) Identity (b) Contact (c) Financial	(a) Necessary for our legitimate interests (to prevent financial crime) (b) Necessary to comply with a legal obligation

5. Credit reference and fraud prevention agencies

- 5.1. We subscribe to electronic data services to enable the use of electoral roll, credit reference agency and other data as part of our verification and suitability process.
- 5.2. You agree that we may search your records at credit reference and fraud prevention agencies to obtain information about you to protect us against fraud, to help to verify your identity and in our assessment of your suitability as a customer.
- 5.3. To prevent crime, and to meet our legal obligation, we may, also where appropriate, share your personal data with credit reference and fraud prevention, law enforcement, debt recovery agencies and other organisations including other financial institutions.
- 5.4. The record of our search will be recorded by the agency and will be seen on any future searches made.
- 5.5. We may use a credit scoring or automated decision making system to assess your application and verify your identity.
- 5.6. Customer personal data held by us must always be accurate and up to date, which is why it is important that you immediately notify us of any changes to your personal information. If you give false or inaccurate information and fraud is suspected or identified, we reserve the right to pass the details to fraud prevention agencies.
- 5.7. Please contact us at P.O. Box 25, Martello Court, Admiral Park, St. Peter Port, Guernsey GY1 3AP if you want to receive details of the relevant credit reference and fraud prevention agencies from which we obtain, and to which we pass, information about you.

6. Information about products and services

Subject to the marketing preferences indicated by you at the end of this form and from time to time, we may use and share relevant information about you, your transactions and your relationships with other companies within the Butterfield Group, each of whom may send you information about their products, services and promotions which we/they think may interest you, by telephone, post, e-mail or fax.

7. Overseas transfers

- 7.1. We may need to transfer your data to our data processor providers who are located outside the European Economic Area (EEA).
- 7.2. The above transfers may include the transfer of data to members of the Butterfield Group based in Bermuda (who may, for example, assist us with the processing of credit applications). We will comply with our obligations at all times in respect of ensuring that your data remains protected by adequate technical and security measures.
- 7.3. Please note that in some of these territories data protection law is less stringent. However, in accordance with our overseas transfers policy, we will ensure that your data remains adequately protected at all times.
- 7.4. Whenever we transfer your personal data out of the EEA, we ensure a similar degree of protection is afforded to it by ensuring at least one of the following safeguards is implemented:
 - we may transfer your personal data to service providers or members of the Butterfield Group in countries that have been deemed to provide an adequate level of protection for personal data by the European Commission; and
 - where we use certain service providers, or transfer data to members of the Butterfield Group outside the EEA, we may do so using specific contract clauses approved by the European Commission which give personal data the same protection it has in Europe.

Please contact us if you want further information on the specific mechanism used by us when transferring your personal data out of the EEA.

8. Your legal rights

- 8.1. Under certain circumstances, you have rights under data protection laws in relation to your personal data, which include the right to access the personal data we hold about you. If you wish to exercise any of your rights, please contact us.
- 8.2. You will not have to pay a fee to access your personal data (or to exercise any of the other rights you have). However, we may charge a reasonable fee if your request is clearly unfounded, repetitive or excessive. Alternatively, we could refuse to comply with your request in these circumstances.
- 8.3. We may need to request specific information from you to help us confirm your identity and ensure your right to access your personal data (or to exercise any of your other rights). This is a security measure to ensure that personal data is not disclosed to any person who has no right to receive it. We may also contact you to ask you for further information in relation to your request to speed up our response.
- 8.4. We try to respond to all legitimate requests within one month. Occasionally it could take us longer than a month if your request is particularly complex or you have made a number of requests. In this case, we will notify you and keep you updated.

9. Data security

- 9.1. We have put in place appropriate security measures to prevent your personal data from being accidentally lost, used or accessed in an unauthorised way, altered or disclosed. In addition, we limit access to your personal data to those employees, agents, contractors and other third parties who have a business need to know. They will only process your personal data on our instructions and they are subject to a duty of confidentiality.
- 9.2. We have put in place procedures to deal with any suspected personal data breach and will notify you and any applicable regulator of a breach where we are legally required to do so.

10. Retention of your records

- 10.1. The period that we retain your records depends upon the basis on which it was provided. We may retain copies of your data even after your relationship with us has ceased. Generally however:
 - we will keep the information no longer than is necessary to enable us to provide you with a service that you have requested for as long as it takes us to provide that service;
 - we may retain copies of certificates of incorporation, memorandum and articles of association and financial and statutory information about your business and its ownership as well as passports, driving licences or other identification evidence of your directors or partners that you provide in accordance with the verification process for the product or service you have applied for;
 - we will keep your contact details for as long as we have your consent to send you marketing information and/or pass your contact details to third parties; and
 - we will keep other information about you if it is necessary for us to do so to comply with our legal obligations.
- 10.2. To determine the appropriate retention period for personal data, we consider the amount, nature and sensitivity of the personal data, the potential risk of harm from unauthorised use or disclosure of your personal data, the purposes for which we process your personal data and whether we can achieve those purposes through other means, and the applicable legal, regulatory, tax, accounting or other requirements.

11. Telephone calls

To help continually improve our service, for staff training and quality control purposes and in the interest of security, we may monitor and record our telephone calls with you. If a misunderstanding should arise and a recording is available, we will only use this under appropriate supervision. Any recordings will remain our sole property.

12. Cookies

- 12.1. Please note that when you visit our web site, our 'Terms of Use' (as published from time to time) will apply to your use of it. Your attention is drawn to the fact that we may use 'cookies' and other types of tracking software in order to personalise your visit to the website and enhance the experience by gaining a better understanding of your particular interests and customising its pages for you.
- 12.2. We may use the information provided by cookies to analyse trends, administer the site, or for research and marketing purposes to help it better serve its clients. No information which personally identifies you will be collected through the use of cookies.

13. Complaints

- 13.1. You may have a right to complain if you are unhappy with the way we handle your data, in the first instance, write to, phone or e-mail our Data Protection Office. Full details of the Bank's complaint handling procedure are available on the Bank's website or on request. You may also have the right to complain directly to the Channel Islands Financial Ombudsman. Their details are as follows: Channel Islands Financial Ombudsman (CIFO), PO Box 114, Jersey, Channel Islands, JE4 9QG, e-mail: enquiries@ci-fo.org website: www.ci-fo.org international phone: +44 (0)1534 748610.

The Channel Islands Financial Ombudsman (CIFO) is a joint operation of two statutory ombudsman roles, established in law by the Financial Services Ombudsman (Jersey) Law 2014 and the Financial Services Ombudsman (Bailiwick of Guernsey) Law 2014. The primary role of CIFO is to resolve complaints about financial services provided in/from Jersey, Guernsey, Alderney and Sark. Individuals, microenterprises and, subject to consultation, small local charities will be able to bring complaints.

- 13.2. You can report a data breach to The Office of the Data Protection Authority, St Martin's House, Le Bordage, St. Peter Port, Guernsey GY1 1BR, e-mail: enquiries@odpa.gg telephone: +44 (0)1481 742074 or Jersey Office of the Information Commissioner, 2nd Floor, 5 Castle Street, St. Helier, Jersey, JE2 3BT, e-mail: enquiries@jerseyoic.org telephone: +44 (0)1534 716530.

14. Changes to the Privacy Policy

- 14.1. We reserve the right to make changes to the Privacy Policy at any time.

BUTTERFIELD ONLINE AND E-SERVICES - TERMS AND CONDITIONS OF USE

This document and the Bank's general terms and conditions set out the terms upon which the Bank provides Butterfield Online services and E-Services to the Client and should be read together. The Bank's general terms and conditions form part of these terms.

1. Definitions and interpretation

1.1 Definitions

Account Data - all data in respect of the Account and the Portfolio delivered to the Client through the Service, including, but not limited to, cash balances, securities holdings, prices, valuations, cash and securities transactions

Application- means the application submitted by the Client to the Bank requesting the Service:

- a) in the case of a Personal Client, a Butterfield Online Personal Application;
- b) in the case of a Corporate Client, a Butterfield Online Corporate Application;
- c) in the case of an Intermediary Client, the Butterfield Online Intermediary Application

Bank's Website- the website of Butterfield Bank Jersey which may be accessed at www.je.butterfieldgroup.com

Client- has the meaning given in the Terms and includes, for the purpose of this document, a Personal Client, a Corporate Client and an Intermediary Client, as applicable

Client User ID and Password- the unique User ID and Password provided by the Bank to the Client following acceptance by the Bank of the Application to allow access to the Service

Corporate Client - a corporate entity, corporation, unincorporated entity, partnership (including limited partnership and limited liability partnership), foundation, trustee or other Client (not being a Personal Client), where such Client acts in its own name in the operation of its Account

Intermediary Client - a corporate entity, corporation, unincorporated entity, partnership (including limited partnership and limited liability partnership), foundation, trustee or other Client (not being a Personal Client), who acts on behalf of its Underlying Client

Instructions- online instructions given by the Client or the Client's authorised representative or agent, to the Bank through the Service

Personal Client - a Client who is a private individual

Portfolio- the bonds, cash, instruments, investments, property, shares, stocks and other securities and property (not including land or any interest in land) deposited with or managed by the Bank under the Custody and Dealing Agreement or Investment Management Agreement entered into by the Bank and the Client

Service or Butterfield Online- the provision and enabling of online access to Accounts and Portfolios or any other online banking service provided by the Bank to the Client in accordance with these terms

Terms- the Bank's general terms and conditions a current copy of which is available online at www.je.butterfieldgroup.com and from the Bank on request

Underlying Client- a client of the Intermediary Client in respect of whose Account the Intermediary Client has control

User- any person authorised by the Client to operate the Service at the Client's own risk

User Administrators- the persons appointed by an Intermediary Client as set out in Butterfield Online Intermediary Application

1.2 Interpretation

- 1.2.1 Unless otherwise defined in this document, words and phrases defined in the Terms when appearing in this document have the meanings given to them in the Terms. If there is any conflict between the Terms and this document in relation to the provision of the Service the terms of this document will prevail, unless otherwise specified.
- 1.2.2 The principles of interpretation set out in paragraph 1.2 of the Terms (other than paragraph 1.2.12 of the Terms) apply also to this document.
- 1.2.3 References to this document, a paragraph and a schedule shall be to this document, a paragraph in and a schedule to this document, unless the context requires otherwise.

2. Provision of the service

- 2.1 This document sets out the terms and conditions for use of the Service. No waiver, alteration or modification shall be binding unless in writing and approved by the Bank. Neither the conduct of the Client nor usage shall act to modify or alter any provision of this document.
- 2.2 The Service may not be used by the Client to issue Instructions on any matter which is the subject of or which relates to the Custody and Dealing Agreement or Investment Management Agreement, other than in relation to cash in Accounts forming part of the Portfolio.
- 2.3 Current operating parameters, hours of service and deadlines are outlined on the relevant online page in the Service. The Client's continued use of the Service subsequent to the issue of any amendments shall constitute acceptance of the amendments.
- 2.4 Instructions received by the Bank's published deadlines on any Business Day will normally be processed that day during normal banking hours. Instructions received at any other time will be processed the next Business Day.

3. Authorisation and security

3.1 User Administrators

- 3.1.1 Every Intermediary Client must appoint two User Administrators.
- 3.1.2 The Bank will provide the User Administrators with a Client User ID and Password and, where applicable, the Bank may provide a keyfob to the Client which will provide an authentication number which will be refreshed periodically to enable access to certain Services.
- 3.1.3 Each User Administrator is authorised by the Client to:
 - 3.1.3.1 request the addition and/or removal of any Underlying Client and/or Account to/from the Service by providing the Bank with a completed Butterfield Online Intermediary Amendment form;
 - 3.1.3.2 provide and control access by Users to the Service; and
 - 3.1.3.3 assign authorisation levels to Users, if applicable.

3.2 Joint Account Holders

- 3.2.1 Each joint account holder will be provided with a Client User ID and Password.
- 3.2.2 All account holders will sign the Butterfield Online Personal Application to confirm their joint agreement to use the Service on the terms and conditions set out in this document and the Terms.

3.3 Client's Responsibilities

3.3.1 The Client understands and agrees that:

- 3.3.1.1 it has sole responsibility for selection, authorisation and removal of Users;
- 3.3.1.2 in the case of a Personal Client or a Corporate Client, it has sole responsibility for the selection, use, confidentiality and protection of the Client User ID and Password and for adding to, or removing from, the Service any Account or Portfolio;
- 3.3.1.3 in the case of an Intermediary Client, the User Administrators have full authority on behalf of the Client to deal with the matters set out in paragraph 3.1.3;
- 3.3.1.4 it is responsible for the acts and omissions of the User and User Administrators (if any) and will take all reasonable precaution to ensure that the Service is being used in a manner which is secure and in compliance with all Applicable Laws;
- 3.3.1.5 the Bank does not accept any liability if it executes an Instruction given by a User Administrator or authorised agent whose authorisation has expired or been revoked and the Client has not informed the Bank accordingly, or the Client has not received written acknowledgement of such notification from the Bank.

3.3.2 The Client must:

- 3.3.2.1 keep the Client User ID, Password, and, where applicable, the keyfob safe and secure;;
- 3.3.2.2 take all reasonable precautions to prevent the fraudulent use of the Client User ID and Password;
- 3.3.2.3 not record the Client User ID and Password in any way which may result in it becoming known to another person who is not a User;
- 3.3.2.4 not allow anyone other than the Client, the User Administrator or an authorised agent to operate any Service on the Client's behalf using the authorisation details;
- 3.3.2.5 minimise any security risks associated with use of the internet such as viruses, bugs, unauthorised access and should ensure that it utilises suitable security measures, including anti-virus software; and
- 3.3.2.6 ensure that the User does not leave the terminal or other device from which the Service has been accessed at any time or permit any other person to use it until that User has logged off the Service at the end of any session.

3.4 User Identification

- 3.4.1 All Users authorised to submit payments in relation to an Account must provide due diligence information to the Bank where applicable.
- 3.4.2 The Client undertakes to provide due diligence information to the Bank in respect of any User or User Administrator upon the request of the Bank.

3.5 Breaches

- 3.5.1 If the Client or any User or User Administrator suspects that someone knows the Client User ID and Password or may be trying to access the Service without proper authority, the Client must notify the Bank immediately. Failure to do so will result in the Client being liable for any unauthorised transactions on the Account. The Bank is not liable to the Client for any loss that occurs as a result of a breach in the Client's security prior to receipt of notice of the breach by the Bank
- 3.5.2 The Bank may at its discretion deny access to the Service if it believes that there has been a breach of security in the use of the Service.

3.6 Security Measures

The Bank may introduce from time to time any security measures as it considers appropriate at its discretion and may require the Client to provide such additional information or indemnity in relation to any action taken or not taken by the Bank in respect of the Service.

4. Instructions

- 4.1 By agreeing to the terms of the Service the Client confirms it authorises any User to give Instructions in respect of the Account.
- 4.2 To the extent permitted by the Service, Instructions override any special signing or authorisation requirement applicable for paper based transactions in respect of any Account, and all such requirements will not be applicable when using the Service.
- 4.3 The Bank may, but is not required to make any enquiry into, or to seek confirmation from the Client or any other person, of any transaction made or Instruction issued by a User or User Administrator through the Service.
- 4.4 If an Instruction conflicts or is inconsistent with any existing mandates, agreements, authorities and arrangements between the Client and the Bank, the Instruction overrides all such mandates, agreements, authorities and arrangements.
- 4.5 In order to protect the Client, the Bank is entitled, at any time, and without giving reasons, to refuse to provide information and to not accept any Instructions in respect of the Service any may request that the Client or its authorised representative provide a different form of authentication (such as by signature or in person).

5. Representations and warranties

In addition to the representations and warranties given by the Client in the Terms, the Client, if it is an Intermediary Client, further represents and warrants to the Bank that it is authorised to appoint the User Administrator and each User.

6. Liability and indemnification

- 6.1 Liability
 - 6.1.1 In the absence of negligence, wilful default or fraud on the part of the Bank, the Bank will not be liable for any loss or damage incurred or suffered by the Client or any other person as the result of or in the course of the provision of the Service.
 - 6.1.2 The Bank will have no responsibility or liability for any act or omission of any third party or counterparties with whom transactions are entered into by or on behalf of the Client through the Service. In particular, the Bank will not be liable for any charges or penalties imposed or other action taken by a payee or merchant resulting from late or missed payment.
- 6.2 Indemnification
 - 6.2.1 In the absence of negligence, wilful default or fraud on the part of the Bank the Client will indemnify and keep indemnified the Bank and Bank Personnel against all costs (including the costs of taking legal and other professional advice), expenses, losses, liabilities, damages, claims, actions, proceedings or demands incurred or suffered by the Bank or any Bank Personnel arising from or in connection with the provision by the Bank of the Service and in safeguarding the Bank's interest.
 - 6.2.2 The Client will indemnify the Bank against any and all costs, expenses, losses and liability incurred by the Bank as a result of:
 - 6.2.2.1 any representation and warranty given by the Client proving to be incorrect;
 - 6.2.2.2 the acts or omissions of the Client, any User or User Administrator;
 - 6.2.2.3 the non-adherence of the Client, a User or User Administrator to security measures introduced by the Bank, from time to time.
- 6.3 The Terms

The liability and indemnification provisions set out in this document are in addition to the provisions set out in the Terms.

7. Charges, Changes, Improvements to and Termination of the Service

- 7.1 Charges
 - 7.1.1 The Bank currently does not charge any set-up or monthly fees for the Service. The Bank may levy a fee for using the Service on giving the Client at least thirty (30) days' notice or such other notice period permitted by the Terms.
 - 7.1.2 The Bank's Charges apply to transactions made using the Service.

7.2 Changes to the Service

The Bank may make changes to the Service including the rules of operation, accessibility, security procedures and provision, type and location of service resources, administration, features and functionality.

7.3 Suspension of the Service

7.3.1 The Bank may in its absolute discretion from time to time suspend the Service:

7.3.1.1 if it believes that the Service may be used in breach of Applicable Laws or by persons who are not authorised by the Client, or in any circumstances where the Bank may suspend operation of the Account under the Terms;

7.3.1.2 in whole or in part for the purpose of undertaking general maintenance or other work on the Service. Where practicable and legally appropriate, the Bank will provide prior notification of such suspension.

7.3.2 If the Service becomes unavailable for any period of time due to technical or other reasons, the Bank will endeavour to notify the Client of such unavailability via a broadcast message through the Service prior to login, or such other means which the Bank considers to be appropriate.

7.3.3 Unless the suspension has been on the grounds set out in paragraph 7.3.1.1, during any period of suspension or unavailability the Client and the Bank will deal with the Account as if the Service had not been in operation.

7.4 Termination of the Service

7.4.1 The Bank may by notice to the Client terminate the Service without giving any reasons for its decision.

7.4.2 The Client may request the termination of the Service at any time by notice to the Bank.

7.4.3 Termination of the Service will not affect accrued rights, existing commitments or other provisions intended to survive termination.

7.5 Changes to the terms of the Service

7.5.1 The Bank may at any time make changes to any of these terms.

7.5.2 Subject to paragraph 7.1.1, any such changes may take effect without prior notice to the Client or on a date to be specified.

7.5.3 Changes will be posted on the Bank's Website www.je.butterfieldgroup.com within a reasonable period and may be separately notified to the Client.

8. Equipment and Software

8.1 The Client is responsible for:

8.1.1 the installation, upgrade and maintenance of all hardware, software, and provision of telecommunications used by the Client, any User or User Administrator to access the Service;

8.1.2 putting in place and maintaining adequate protection and back up of data and/or equipment and will take reasonable and appropriate precautions to scan for computer viruses or other destructive properties when using the Service; and

8.1.3 its own expense in relation to the above.

8.2 The Bank provides the Service and any Account Data transmitted or accessed through it on an "as is" basis and does not make any express or implied warranties, representations, endorsements or conditions with respect to the Service or the Account Data, including any warranties as to merchantability, operation, noninfringement, usefulness, completeness, accuracy, currentness, reliability and fitness for a particular purpose. In particular the Bank does not represent or warrant that:

8.2.1 the Bank's Website or Service will be operational or available at all times and meet the Client's requirements or that access will be uninterrupted,

8.2.2 there will be no delays, failures, errors or omissions or loss of transmitted information during the use of the Service;

8.2.3 the provision of the Service will be free of viruses or other contaminating or destructive elements which could be transmitted to or cause damage to the property of the Client, any User or User Administrator.

- 8.3 The Bank does not authorise its employees or agents to install, maintain, or otherwise modify any equipment, hardware or software, or telecommunications services of the Client, any User or User Administrator. The Bank will under no circumstances be liable for the performance of such equipment, hardware or software, or telecommunications services.
- 8.4 None of the Client, any User or User Administrator owns any copyright and other intellectual property rights in the Service or any material or information on the Bank's Website or the Service.

9. General

9.1 Accuracy of information provided by the Bank

- 9.1.1 The prices used in the Bank's portfolio valuations and information given, have been obtained from what the Bank considers to be reliable sources and should be used for indicative purposes only. The Bank is not liable for any errors or discrepancies in pricing or other information. Prices may go down as well as up.
- 9.1.2 Any investment information provided by the Bank in relation to the Service is dependent on price information from third parties and pricing availability and so the information is not necessarily current. In addition, any transactions in respect of a Client's investment or Account may take time to be processed and recorded in the Client's accounts.
- 9.1.3 Where a Client has granted security to the Bank through which the Client can obtain information via the Service, any value attributed to such assets that are subject to security will be a gross value, ignoring the availability of the Bank to share in the proceeds of such assets.

9.2 Security policy

A copy of the Bank's security and privacy policy and data protection statement is available on the Bank's Website.

9.3 Applicable Laws

- 9.3.1 The information relating to the Service is not intended to constitute any offer to sell or invitation to buy any product or service by the Bank.
- 9.3.2 Access to information contained on the Bank's Website and the Service may be restricted by laws and regulations applicable to the Client. Where such restrictions apply, the Client must not access, and must restrict any User or User Administrator from accessing, the Service. The Client is liable for the consequences of any unauthorised access by or on behalf of the Client.
- 9.3.3 If the Client accesses or authorises access to the Service from a country or jurisdiction outside of the Island of Jersey, the Client will comply and will ensure compliance with the laws and regulations of that jurisdiction.

9.4 Records

- 9.4.1 The Client will hold all information, documentation and specifications relating to the Service as confidential and proprietary information belonging to the Bank.
- 9.4.2 If the Bank is a party to any dispute, the electronic records retained by the Bank will (except in the case of fraud or manifest error) serve as the sole and accurate record of the events and will be admissible in a court of law as such with equal evidential value as a duly authorised paper document.

Butterfield Bank (Channel Islands) Limited (“BBCIL”) acting through its Jersey branch (Butterfield Bank (Channel Islands) Limited, Jersey Branch) under the registered business name ‘Butterfield Bank Jersey’ (“Butterfield Bank Jersey”) is regulated by the Jersey Financial Services Commission to conduct deposit-taking business under the Banking Business (Jersey) Law 1991 (as amended), and investment business, fund service business and money service business pursuant to the Financial Services (Jersey) Law 1998 (as amended). Butterfield Bank Jersey is registered under the Data Protection (Jersey) Law 2018 (as amended) and its business name is registered with the Jersey Registrar of Companies (with registration number 35466) under the Registration of Business Names (Jersey) Law 1956 (as amended). Butterfield Bank Jersey’s registered office address and principal place of business is at IFC6, IFC Jersey, St Helier, Jersey JE2 3BZ. Butterfield Bank Jersey is a participant in the Jersey Bank Depositors Compensation Scheme. The Scheme offers protection for eligible deposits of up to £50,000. The maximum total amount of compensation is capped at £100,000,000 in any 5 year period. Full details of the Scheme and banking groups covered are available on the Government of Jersey website www.gov.je/dcs, or on request.

BBCIL is licensed and regulated by the Guernsey Financial Services Commission under The Banking Supervision (Bailiwick of Guernsey) Law, 2020, The Protection of Investors (Bailiwick of Guernsey) Law, 2020, and The Lending, Credit and Finance (Bailiwick of Guernsey) Law, 2022, each as amended from time to time, under registration number 85. BBCIL is registered with the Guernsey Registry under registration number 21061. BBCIL’s registered office address is P.O. Box 25, Martello Court, Admiral Park, St Peter Port, Guernsey, GY1 3AP.

BBCIL is registered under the Data Protection (Bailiwick of Guernsey) Law 2017, under registration number 11160. BBCIL’s products and services are available in Guernsey and only in those other jurisdictions where they may be legally offered or obtained.

BBCIL is a participant in the Guernsey Banking Deposit Compensation Scheme (the “Scheme”) established by The Banking Deposit Compensation Scheme (Bailiwick of Guernsey) Ordinance, 2008 (the “Ordinance”). The Scheme offers protection only in respect of ‘qualifying deposits’ (as that term is used in the Ordinance) of up to £50,000, subject to certain limitations as set out in the Ordinance. The maximum total amount of compensation is capped at £100,000,000 in any 5 year period. Full details are available on the Scheme’s website www.dcs.gg or upon request. Deposits are not covered by the UK Financial Services Compensation Scheme under the Financial Services and Markets Act 2000, nor are deposits covered by any equivalent scheme outside of the Bailiwick of Guernsey.

BBCIL is a wholly-owned subsidiary of The Bank of N.T. Butterfield & Son Limited. Terms and Conditions can be obtained from our website and copies of the latest audited accounts are available on request.



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