



ebi Licence Agreement

1. Definitions

- 1.1. "Commencement Date" means the date on which the Contract is entered into between ebi and the Customer.
- 1.2. "Service" means the Turnkey Asset Management Programme.
- 1.3. "ebi" means ebi Portfolios Ltd.
- 1.4. "Contract" means a contract between ebi and the Customer for the provision of the Service pursuant to these conditions.
- 1.5. "Customer" means the entity (individual, company or partnership) who has agreed to use the Service and access ebi's Resources.
- 1.6. "Resources" include, but are not limited to, text, information, data in various forms and medium made available to the Customer by ebi.

2. Scope

- 2.1. The Service and Resources is the provision by ebi to the Customer, intended to enable the Customer to manage portfolios of passive investments. The Service includes providing simulated data for a range of asset classes and portfolios and is updated monthly. The Resources are provided on an as is basis and ebi make no warranty or representation that the Resources (or any part thereof) are suitable for the Customer's individual requirements. The Customer must satisfy itself with regard to the suitability of the Resources for its requirements.
- 2.2. Resources are made available via the internet to be viewed and/or downloaded by the Customer as needed. The Customer is authorised and licensed to download and use the Resources in accordance with and subject to these conditions.
- 2.3. ebi reserves the right to refuse any application to register to use the Service and Resources.
- 2.4. To be able to use and continue to use the Service and to be licensed to use the Resources, the Customer must abide by these conditions.
- 2.5. These conditions will come into effect once ebi has approved and granted the customer access to ebi's Service and Resources. ebi is not obliged to accept applications.

3. Charges

- 3.1. Any applicable charges for using ebi's Service and Resources will be confirmed in writing by ebi to the Customer prior to the Commencement Date. Fees are payable in advance on the first day of each such month ("Payment Day"). If the Commencement Date is a day other than a Payment Day, then the charge for the period from the Commencement Date to the next Payment Day shall be apportioned on a pro rata basis and shall be paid on the Commencement Date.
- 3.2. Where the Customer has opted to pay for the Service and Resources other than by way of direct debit, the Customer shall pay all sums owing to ebi with regard to the Service and Resources immediately upon the amount being due, in full and cleared funds. The Customer may not set off or otherwise deduct from any sums due from the Customer to ebi pursuant to these conditions any sum which may be due from ebi to the Customer (save as may be required by law).
- 3.3. ebi reserves the right to vary the sum chargeable with regard to the Service and Resources on giving not less than one calendar month's written notice to the Customer. The Customer will then have the right, within 5 days of receiving such notice, to terminate the Contract by giving notice in writing to ebi in which case the Contract shall terminate at the end of that month. In the event that no such notice of termination is received by ebi the Customer shall be deemed to have accepted and shall be bound by the variation to the charge.

- 3.4. One to one training / mentoring is available in relation to the Service and Resources.
- 3.5. All sums payable by the Customer to ebi under this licence are exclusive of any applicable value added tax which shall be paid by the Customer at the rate and in the manner from time to time prescribed by law.

4. Restrictions On Use

- 4.1. The licence to use the Service and/or Resources granted hereunder is a licence for such number of users as is specified in the agreement and is NOT transferable by the Customer to any other legal entity without the written authorisation of ebi. The Customer is not allowed to permit anyone other than the named user to use the Service and/or Resources. Login details should not be shared with any person or business other than the specified user.
- 4.2. The Customer shall be licensed to use the Service and/or Resources only for its own business purposes and only in accordance with, these conditions.
- 4.3. The Customer warrants that it is regulated under the Financial Services and Markets Act 2000 (or replacement legislation) and that it has such skill and judgement required to understand the issues relating to the Service and/or Resources provided under the licence and undertakes at all times to exercise its own judgement in the use of the Service and/or Resources and ebi shall not be liable for any opinions, recommendations, forecasts or comments made or actions taken by the Customer as a result of its use of the Service and/or Resources.
- 4.4. The Customer may not allow any third party to access, copy or otherwise use any of the Services and/or Resources without the written authority of ebi.
- 4.5. Third party Paraplanning services will be provided with a restricted access support account. This will be for the individual paraplanner servicing the registered adviser. The third party paraplanner is treated as the Customer for the purpose of this agreement.

5. Liability

- 5.1. ebi will use all reasonable care in the compliance of the Service and Resources with any regulatory requirements; however, it is the duty of the Customer to ensure correct compliance with the rules of the Customer's regulatory body
- 5.2. ebi will use all reasonable care in the production of the Service and Resources, however in no event shall ebi, its employees or suppliers, be liable for any loss or damage sustained by the Customer or any third party (except personal injury or death resulting from ebi's negligence) resulting from any defect or error in the Service and/or Resources including (without limitation) loss of, incorrect or spoiled, data or information, loss of profits or contracts or other indirect or consequential loss, whether arising from negligence, breach of the terms of this licence, or otherwise howsoever arising.
- 5.3. ebi's privacy policy can be found here <https://ebi.co.uk/privacy-policy>
- 5.4. The Customer will indemnify ebi against any actions, proceedings, claims or demands brought or threatened against ebi by any third party and arising from the Customer's use of the Service and Resources.
- 5.5. ebi's maximum liability to the Customer in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the Contract shall not exceed a sum equal to 12 x monthly charge paid by the Customer for the Service and Resources.
- 5.6. Provisions 5.1 to 5.4 are to be construed as separate limitations applying and surviving even if for any reason one or other of them are held to be inapplicable or unreasonable in any circumstances and shall remain in force notwithstanding the termination of this licence.

6. Intellectual Property Rights

- 6.1. The copyright and all intellectual property rights of whatever nature in the systems, Service and/or Resources and the selection and arrangement of its content are and shall remain the property of ebi or its suppliers as the case maybe and nothing in this licence shall be construed so as to transfer any intellectual property rights whatever to the Customer. In

addition, the Customer shall have no rights in respect of any trade name or trademark of ebi or of the goodwill associated with it.

- 6.2. On termination of this Agreement, the Customer shall immediately remove ebi's name, branding, logo and Intellectual Property Rights from any promotional documentation, pamphlets or other materials (including internet sites).
- 6.3. No rights of any kind whatsoever in respect of Intellectual Property Rights are granted, licensed, transferred or shall otherwise pass between the Parties pursuant to this Agreement.
- 6.4. The Customer will not, without the prior written consent of ebi (i) use any Intellectual Property Rights of ebi or (ii) produce, publish or distribute any promotional documentation, pamphlets or other materials, or establish any internet sites, in each case containing any Intellectual Property Rights of ebi. Where written consent is granted to the relevant proposed use pursuant to this clause 6.4, such consent (and associated licence) shall expire on termination of this Agreement and shall be non-assignable, non-transferrable, royalty- free, non-exclusive and for use for the purposes of fulfilling the activities contemplated by this Agreement.

7. Technical Support

- 7.1. Technical support will be provided between the hours of 9:00am and 5:00pm Monday to Friday (excluding Public Holidays). Technical Support can be obtained via means, including, email, online and via telephone. ebi aims to respond to any written request for technical support by close of business the following working day, and will attempt to rectify any problems found as quickly as practicable. Technical support is limited to the rectification of faults in the Service and/or Resources save as specified in clause 7.3 below. Support does not extend to any issues regarding compatibility of the Service and/or Resources with the Customer's systems or how to utilise the Service and/or Resources (to which clause 3.4 applies).
- 7.2. The provision of technical support is suspended during periods where the Customer has failed to pay any sums owing with regard to the Service or is otherwise in breach of these conditions.
- 7.3. Technical support does not extend to the rectification of faults resulting from:
 - 7.3.1. the improper use, operation or neglect of the Service and/or Resources;
 - 7.3.2. the adjustment, alteration or modification of the Service and/or Resources by the Customer or any third party;and
 - 7.3.3. the use of the Service and/or Resources for a purpose for which they were not designed.
- 7.4. ebi may (at its sole discretion) charge for Technical Support which is provided to the Customer as a result of any of the events listed in clause 7.3 above at its then current rates.

8. Termination

- 8.1. The Contract shall commence on the Commencement Date and shall continue until terminated by either party.
- 8.2. The licence granted to the Customer hereunder may be terminated immediately by either party without notice.
- 8.3. ebi may suspend any of its obligations hereunder during any period when the Customer (or associated entity may have an outstanding debt to ebi.
- 8.4. The customer is responsible for informing ebi with immediate effect if the relationship between an advisory firm and external Paraplanning services should cease. Should third party Paraplanning services have access to ebi Services and/or Resources, their access will be immediately removed.
- 8.5. Termination of the licence does not exempt the Customer from the requirement to settle any potential charges previously incurred in relation to the Service.

9. Following Termination

- 9.1. Upon termination of the Contract the Customer shall cease using the Resources and (at the option of ebi) either return all copies of the Resources in its possession or control or shall destroy all copies of the Resources in its possession or control and a duly authorised officer of the Customer shall certify in writing to ebi that the Customer has complied with its obligation as aforesaid.

10. Acknowledgment

- 10.1. The Customer acknowledges that these terms and conditions are understood and agrees to be bound by them.
- 10.2. The Customer acknowledges that the cost for the Service takes into account the terms on which such Service is provided.
- 10.3. The Customer also agrees that this licence supersedes all prior licences, arrangements and undertakings and constitutes the entire agreement relating to the provision of the Service.
- 10.4. No addition to or modification of any provision of this licence shall be binding unless made by a written instrument by a Director of ebi.
- 10.5. Each of the parties undertakes with the others to keep confidential all information (written or oral) about the business and affairs of the other as it shall have obtained as a result of any discussions leading up to or entering into this agreement except those matters which are trivial or obvious or in the public domain other than as a result of a breach of this clause.
- 10.6. If any provision in this agreement is found to be invalid or unenforceable, the invalidity or unenforceability of that provision shall not affect the other provisions of this Agreement that shall remain in full force and effect.

11. Law

- 11.1. This licence shall be governed by English law.
- 11.2. The English Courts shall have jurisdiction to settle any disputes which may arise out of or in connection with this licence.
- 11.3. Notwithstanding clause 11.2, ebi may bring any proceedings arising out of or in connection with the Contract in any other jurisdiction it may consider appropriate.

12. Headings

- 12.1. The headings of this licence are for ease of reference only and do not affect its interpretation or construction.



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