

Terms of Use for Adviser PROMPT

– *Quilter's tool for financial advisers to email scanned documents direct to us.*

For use with the following:

- Individual Savings Account (ISA)
- Junior ISA (JISA)
- Collective Investment Account (CIA)
- Collective Investment Bond (CIB)
- Collective Retirement Account (CRA)

These Terms of Use set out the basis of our relationship with you and the use of PROMPT, our tool for financial advisers to email scanned documents direct to us.

Details of documents that advisers can send via PROMPT are [here](#).

Please read this Terms of Use document carefully and save it for future reference.

References to:

- 'we, us and our' mean Quilter Investment Platform Limited and Quilter Life & Pensions Limited
- 'you and your' mean the financial adviser firm.

1. We permit you and your employees to use our PROMPT tool ("the tool") for the submission and management of investment account and servicing instructions for your clients.
2. Each submission made using the tool must be an individual business transaction. Where multiple transactions apply, you are responsible for routing these to the correct business area with us, using the options provided within the tool. If routed to an incorrect area there may be a delay in carrying out the instruction, or it may not be processed.
3. As your client's agent, you are responsible for obtaining your client's agreement to transfer their data to Quilter using the tool.
4. The email addresses are for the use of the tool only. Do not copy or use the email addresses shown in the tool in any other format.
5. Information about how we process personal data can be found within the privacy notice available at quilter.com/privacy.
6. Emails sent via the tool are NOT automatically encrypted. It is therefore your responsibility to secure personal data that you send to us electronically and we suggest that you use a secure email provider such as Unipass@.
7. If you submit an online application or instruction to us and we receive a scanned paper copy of the same application, we will carry out the instructions provided in the online application or instruction and it will not be cross-referenced to the scanned copy.
8. The tool has been designed for documents, forms and instructions only. It is not for referring queries.
9. You must complete all the fields required within the email subject and body text only. Do not change the existing text shown.
10. In using the tool, you confirm that any attachment is a true and complete copy of either:
 - a) the original document, or
 - b) a certified copy of the original documentas seen by you and which has not been modified or tampered with in any way.
11. You must not submit any content that is:
 - a) unlawful or otherwise objectionable; or
 - b) may contain viruses or any other software or instruction that may damage or disrupt our software, computer hardware or communications networks.
12. You must not reproduce, copy, duplicate, trade or resell the tool. Your right to use the tool is non-exclusive, non-transferrable and fully revocable at our sole discretion.

13. We do not guarantee that the provision of the tool shall be error-free or without interruption and we reserve the right to alter or suspend provision of the tool without prior notice to you. By accepting these Terms of Use you acknowledge and agree that the tool may change in form or nature at any time.
14. We shall have the right, exercisable at our sole discretion, to terminate provision of the tool without prior notice to you.
15. We make no warranty or representation that the tool will meet your requirement, that it will be of satisfactory quality, that it will be fit for a particular purpose, that it will not infringe the rights of third parties, that it will be compatible with all systems, or that it will be secure.
16. The tool is provided 'as is' and on an 'as available' basis. We give no warranty that the tool will be free of defects and/or faults. To the maximum extent permitted by law we provide no warranties (express or implied) of fitness for a particular purpose, accuracy of information, compatibility and satisfactory quality.
17. We shall not be liable for any losses, costs or expenses, incurred or suffered by you or your client as result of:
 - a) your use of the tool; or
 - b) any disruption or non-availability of the tool including, but not limited to, communications network failure, power failure, natural events, acts of war or other events beyond our control.
18. We shall not be liable for any direct or indirect, punitive, incidental, special or consequential losses or damages, costs or expenses, incurred or suffered by you or your client.
19. Nothing in these Terms of Use shall limit or exclude our liability for:
 - a) death or personal injury resulting from our negligence;
 - b) fraud or fraudulent misrepresentation; and
 - c) any other liability that cannot be excluded or limited by English law.
20. We reserve the right to vary these Terms of Use at any time without notice. Any change to these Terms of Use will apply as soon as made available to you.
21. These Terms of Use and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) ("Dispute") shall be governed by, and construed in accordance with, English law. You irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any Disputes.

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Please be aware that calls and electronic communications may be recorded for monitoring, regulatory and training purposes and records are available for at least five years.

Quilter is the trading name of Quilter Investment Platform Limited which provides an Individual Savings Account (ISA), Junior ISA (JISA) and Collective Investment Account (CIA) and Quilter Life & Pensions Limited which provides a Collective Retirement Account (CRA) and Collective Investment Bond (CIB).

Quilter Investment Platform Limited and Quilter Life & Pensions Limited are registered in England and Wales under numbers 1680071 and 4163431 respectively.

Registered Office at Senator House, 85 Queen Victoria Street, London, EC4V 4AB, United Kingdom. Quilter Investment Platform Limited is authorised and regulated by the Financial Conduct Authority. Quilter Life & Pensions Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Their Financial Services register numbers are 165359 and 207977 respectively. VAT number 386 1301 59.

