

Terms of Use

Prudential ISA Online Service

V2-02-21



These terms of use (“**Terms of Use**”) will apply to You if You are applying for or accessing the Prudential ISA Online Service. These Terms of Use will apply in addition to any other regulatory or contractual terms applicable to the Prudential ISA Online Service.

The following words and expressions have the meanings set out below (unless the context otherwise requires):

“**Data Protection Regulations**” means the General Data Protection Regulation (EU) 2016/679 and the Data Protection Act 2018, together with any applicable laws and regulations relating to the processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner;

“**Link Financial Investments Limited**” or “**LFI**” or “**Us**” or “**We**” means the provider of the Prudential ISA Online platform as the context requires.

“**Prudential ISA Online Investor**” means an ISA investor who is eligible to use the Prudential ISA Online Service (currently, only UK-based individuals are able to do so) and to whom Section A and Section C of these Terms of Use are applicable;

“**Prudential ISA Online Service Account**” means any and all of Your accounts held within or accessed through the Prudential ISA Online Service.

“**Prudential ISA Online Service User**” means either (i) an **Adviser** who is employed or appointed by a Regulated Firm or its Appointed Representative (as appropriate) to access the Prudential ISA Online on behalf of an Investor; or (ii) a member of **Support Staff** or **Access Controller**, who is employed or appointed by a Regulated Firm or its Appointed Representative (as appropriate) to access the Prudential ISA Online on behalf of a Regulated Firm, and/or its Appointed Representative and/ or an Adviser (as relevant) and to whom Section A and Section B of these Terms of Use are applicable;

“**Security Details**” means the details required to log into the Prudential ISA Online Service Account (such as passwords, security codes and any other security details) which may either be supplied by Us or selected by You.

“**Terms and Conditions**” means the terms and conditions between LFI and the Investor governing the Prudential ISA.

“**You**” or “**Your**” means the Investor, Advisor or Support Staff as the context requires.

Section A

Terms of Use applicable to all users

These Terms of Use apply to You and will govern Your access to the Prudential ISA Online. These Terms of Use will apply in addition to any contractual or regulatory requirements that LFI may have with You or in respect to You.

1. By accessing and using the Prudential ISA Online service, You confirm You have understood and accept:

- (a) these Terms of Use;
- (b) LFI’s privacy policy (which can be found at <http://www.linkfundsolutions.co.uk>);
- (c) our cookie policy (which can be found at <http://www.linkfundsolutions.co.uk>), which sets out how we use and place cookies on Your device,

which sets out how we collect and use Your personal data; and

and in each case agree to comply with them.

If You do not agree with any of these terms, then You must not access the Prudential ISA Online platform.

2. We may revise these Terms of Use by posting updates to <https://ww2.linkgroup.eu/prudential>, from time to time. By continuing to access the Prudential ISA Online Service You will be deemed to have accepted the updated terms.

3. You agree to take all reasonable precautions to keep safe and prevent fraudulent use of Your Prudential ISA Online Service Account. LFI will take all reasonable measures to make sure that the security of the Prudential ISA Online Service is not compromised. However, there are inherent risks in using an online system. We cannot guarantee that they will be free from:

- (a) technical failure or corruption
- (b) error or delay; or
- (c) misuse, fraudulent use, or access by unauthorised persons.

4. You accept that, from time to time, sending and receiving information through the Prudential ISA Online Service may be unavailable, interrupted or restricted whether due to circumstances beyond our reasonable control including, for example, a lack of availability or interruption of the internet or other telecommunication system or otherwise.

5. We will make reasonable efforts to make sure that the Prudential ISA Online Service is available but cannot guarantee that You will always be able to access the Prudential ISA Online Service. In particular, we may at our absolute discretion suspend the operation of the Prudential ISA Online Service. Suspension may be necessary for technical reasons, emergencies, regulatory reasons, where we decide it is sensible for Your protection, in periods of exceptional trading activity or to ensure the continued availability of other services. We may also have to suspend the Prudential ISA Online Service to maintain or upgrade it. You may not be able to access the Prudential ISA Online Service because of disruptions to our website, problems with telephone networks or because You are in an area that does not have mobile telephone coverage. We will not be liable for any loss You suffer as a result of such suspension or cessation.

6. We may change, modify, amend, or remove some or all of the functionality or content of the Prudential ISA Online Service at any time, including adding access to new or additional services.

7. You may only use the Prudential ISA Online Service for the purposes of accessing the Prudential ISA Online Service Accounts, and You must not use the Prudential ISA Online Service for any other purposes. You are entitled to reasonable use of the Prudential ISA Online Service. If we, in our reasonable opinion and at our absolute discretion, deem Your usage not reasonable we reserve the right to stop providing or enabling Your access to, the Prudential ISA Online Service and we will not be liable for any loss resulting from such withdrawal.

8. We and/or our licensors are the owners of the Prudential ISA Online Service. All intellectual property rights in the Prudential ISA Online Service, and the content (except the personal information of You and other users contained in the Prudential ISA Online Service Accounts), which appear on the Prudential ISA Online Service belong, or are licensed, to us. Unless expressly agreed to by us, You must not:

- (a) republish material from our website (including republication on another website);
- (b) sell, rent or sub-license material from our website;
- (c) show any material from our website in public;
- (d) exploit material from our website for a commercial purpose; or
- (e) redistribute material from our website.

9. LFI may hold personal data which You or others have provided to Us through the Prudential ISA Online Service and may use or disclosure such personal data to carry out the functions described in these Terms of Use. LFI will process personal data fairly and lawfully and will hold and protect personal data in accordance with the principles of the Data Protection Regulations.

10. By creating a Prudential ISA Online Service Account You are accepting the Prudential ISA Online Service as a means of information provision, including, but not limited to transaction confirmations/contract notes and the provision of periodic statements.

11. Prudential ISA Online Service users should ensure You review Your accounts regularly and at least once per quarter.

12. We may also communicate with You online regarding Your Prudential ISA Online Service Account using the most recent email address that You have provided to Us.

13. Any document or communication made available by LFI to You via the Prudential ISA Online Service will be deemed to have been received by You once uploaded to the Prudential ISA Online Service by LFI.

Section B

Terms of Use applicable to Advisers and Support Staff only

1. LFI may rely on any instructions that we receive whilst Your Prudential ISA Online Service Account has been activated using Your Security Details. In addition, You will be responsible for (and we shall be entitled to rely upon) any relevant instruction which is authenticated using Your Security Details, unless You establish that the relevant instruction is not an authorised instruction and either:

(a) we acted upon the relevant instruction after You had told us, that Your Security Details in relation to Your Prudential ISA Online Service Account had been disclosed to or otherwise obtained by an unauthorised third party; or

(b) the unauthorised use of Your Security Details or any other access details in relation to Your Prudential ISA Online Service Account did not result from Your failure to take reasonable care to Your Security Details.

Section C

Terms of Use applicable to Investors only

1. These Terms of Use apply to You and will govern Your access to the Prudential ISA Online. These Terms of Use will apply in addition to any contractual or regulatory requirements that LFI may have with You applicable to Your ISA.

2. No information provided or service we offer should be taken as an offer or solicitation to conduct investment business in any jurisdiction other than the UK.

Section D

Terms of Use applicable to Investors and Advisers only

1. For us to provide our services, we may send personal information to countries outside the EEA and to countries which have not been deemed to have adequate standards of data protection.

Before we do so, we will undertake a Data Protection Impact Assessment prior to the transfer and, on transfer, we will use EU recognised and enforceable Model Clause contracts so that personal information is protected pursuant to data protection laws, as applicable in the UK.