



MyArgentis



Moneyinfo Standard End User T&Cs

MI-EUT-008

The agreement for your use of MyArgentis.

The following are our terms and conditions for using MyArgentis. They are broken down into the following key components –

- 1. What is MyArgentis?**
- 2. Important conditions for your use of MyArgentis. Our terms of use.**
- 3. Terminating your agreement to use MyArgentis.**
- 4. Definition of Key Terms.**

1. What is MyArgentis?

MyArgentis is a service designed to help you view, organise and manage your finances. It allows you to view the status of your financial information in one place including investments, savings, pensions, insurances, bank accounts, credit cards, mortgages and other debts together with associated documents.

MyArgentis provides access to information on your investments, pensions and insurances held by Argentis Wealth Management Limited and Active Financial Partners Limited and where possible this information is updated from the institutions which are helping to manage these plans including life and pension companies, fund supermarkets and wrap platform providers.

MyArgentis uses a third-party price-feed of unit prices to update the value of your investments and pensions that cannot be updated via a link to the provider.

MyArgentis provides access to documents including reports, schedules and other correspondence from Argentis Wealth Management Limited and Active Financial Partners Limited and can provide you with a secure way of communicating with Argentis Wealth Management Limited and Active Financial Partners Limited.

If you choose, you can use MyArgentis to –

- a) retrieve your own information held online by third party financial institutions of whom you are a customer. Examples include bank accounts, credit cards, investment accounts and pensions. We put these accounts together for you in one place for viewing purposes only. We use one or more online service providers to access this information.
- b) record details of any other financial products you own.
- c) estimate the value of your property by entering the house number and postcode. We use data derived from the land registry database to tell you when it was last sold, the price paid and an estimate of its value from details of other property sales in the region.
- d) store your own documents both in folders in the document section and against the specific asset or liability to which they relate. For instance, storing your home insurance details against your property.

2. Important conditions for your use of MyArgentis. Our terms of use.

2.1. Your obligations and responsibilities.

2.1.1. You control the data.

Use of the extended aggregation services for Banking, Property and accounts and for storing your own documents not managed by Argentis Wealth Management Limited and Active Financial Partners Limited is under your control and you are under no obligation to add any of your own data or account credentials to MyArgentis unless you wish to do so. We are the Data Controller and Data Processor for this data acting on your behalf.

2.1.2. Misrepresentation.

If you do add your own data to MyArgentis, you agree to provide true and accurate information about yourself and your accounts maintained at other web sites and you agree not to misrepresent your identity or your account information.

2.1.3. Data to be uploaded.

You agree and undertake not to use MyArgentis to upload, publish, share or display any material which is, or may be:

- unsolicited or unauthorised or advertising;
- confidential information of any person or organisation without their prior consent;
- illegal or discriminatory in any way;
- of a sexual nature or otherwise offensive or harmful to others; or
- any material which is deliberately misleading or fraudulent.

You further agree that you will not post or transmit any file which contains viruses, worms, trojan horses or any other contaminating or destructive features, or that may otherwise interfere with the proper working of MyArgentis.

2.1.4. Permission is required to add or view data other than your own.

Your special attention is drawn to the second point above, in that you should have permission of the person to add or view their data within MyArgentis, this would include your partner and any dependents including your children especially those over the age of 16.

2.1.5. Protecting your login credentials.

If you choose to use MyArgentis, you will be asked to create a login identity (Login ID) and provide us with an email address so that we can contact you. You will also need to create a password.

By providing your email address, you consent to us sending notices to you about MyArgentis to the email address that you have provided to us. You can control the types of notice you wish to receive.

Once you have your Login ID or any other piece of information required as part of our security procedures, you must treat such information as confidential and must not disclose it to any third party.

We have the right to disable any Login ID or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these Terms.

Should you have any reason to believe that any of your personal or account information has been compromised or exposed to any third party, either by your own actions or the actions of others, you must immediately notify us by email at DPO@argentis.co.uk.

You must take all necessary precautions to ensure that your Login ID, security information and password remain confidential to you and will not store or record your Login ID, security information and password in any form or format that would allow it to be accessed by any third party.

2.1.6. Protecting our Intellectual Property.

We, our service operators, or our content suppliers, are the owner or the licensee of all intellectual property rights in MyArgentis, and in the material published on it. Those works are protected by copyright laws and treaties around the world and other intellectual property rights. All rights are reserved.

You agree that you will not under any circumstances attempt, permit or assist any other party, to copy, reproduce, reverse engineer or reverse compile any of the technology associated with MyArgentis.

2.1.7. Improper Use.

You must not attempt to gain unauthorised access to MyArgentis, the server on which MyArgentis is stored or any server, computer or database connected to MyArgentis. You must not attack MyArgentis via a denial-of-service attack or a distributed denial-of service attack.

By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use MyArgentis will cease immediately.

2.1.8. Indemnity.

You agree to indemnify us and Yodlee and their affiliates from any and all third-party claims, liability, damages, expenses and costs (including, but not limited to, reasonable legal fees) caused by or arising from your use of MyArgentis, your violation of this Agreement or your infringement, or infringement by any other user of your account, of any intellectual property or other right of anyone.

2.1.9 Access to CUSIP Global Services Data for US Stocks

We receive data for major US stocks via Morningstar under a distribution agreement from CUSIP Global Services to which the following restrictions apply -

You agree and acknowledges that the CUSIP Database and the information contained therein is and shall remain valuable intellectual property owned by, or licensed to, CUSIP Global Services (“CGS”) and the American Bankers Association (“ABA”), and that no proprietary rights are being transferred to you in such materials or in any of the information contained therein. Any use by you outside of the clearing and settlement of transactions requires a license from CGS, along with an associated fee based on usage. You agree that misappropriation or misuse of such materials will cause serious damage to CGS and ABA, and that in such event money damages may not constitute sufficient compensation to CGS and ABA; consequently, You agree that in the event of any misappropriation or misuse, CGS and ABA shall have the right to obtain injunctive relief in addition to any other legal or financial remedies to which CGS and ABA may be entitled.

You agree that you shall not publish or distribute in any medium the CUSIP Database or any information contained therein or summaries or subsets thereof to any person or entity except in connection with the normal clearing and settlement of security transactions. You further agree that the use of CUSIP numbers and descriptions is not intended to create or maintain, and does not serve the purpose of the creation or maintenance of, a master file or database of CUSIP descriptions or numbers for itself or any third party recipient of such service and is not intended to create and does not serve in any way as a substitute for the CUSIP MASTER TAPE, PRINT, DB, INTERNET, ELECTRONIC, CD-ROM Services and/or any other future services developed by the CGS.

NEITHER CGS, ABA NOR ANY OF THEIR AFFILIATES MAKE ANY WARRANTIES, EXPRESS OR IMPLIED, AS TO THE ACCURACY, ADEQUACY OR COMPLETENESS OF ANY OF THE INFORMATION CONTAINED IN THE CUSIP DATABASE. ALL SUCH MATERIALS ARE PROVIDED TO YOU ON AN “AS IS” BASIS, WITHOUT ANY WARRANTIES AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE NOR WITH RESPECT TO THE RESULTS WHICH MAY BE OBTAINED FROM THE USE OF SUCH MATERIALS. NEITHER CGS, ABA NOR THEIR AFFILIATES SHALL HAVE ANY RESPONSIBILITY OR LIABILITY FOR ANY ERRORS OR OMISSIONS NOR SHALL THEY BE LIABLE FOR ANY DAMAGES, WHETHER DIRECT OR INDIRECT, SPECIAL OR CONSEQUENTIAL, EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL THE LIABILITY OF CGS, ABA OR ANY OF THEIR AFFILIATES PURSUANT TO ANY CAUSE OF ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE, EXCEED THE FEE PAID BY YOU FOR ACCESS TO SUCH MATERIALS IN THE MONTH IN WHICH SUCH CAUSE OF ACTION IS ALLEGED TO HAVE ARISEN. FURTHERMORE, CGS AND ABA SHALL HAVE NO RESPONSIBILITY OR LIABILITY FOR DELAYS OR FAILURES DUE TO CIRCUMSTANCES BEYOND THEIR CONTROL.

You agree that the foregoing terms and conditions shall survive any termination of its right of access to the materials identified above.

You agree that for the purposes of the Contracts (Rights of Third Parties) Act 1999 Yodlee is a third-party beneficiary of the above provisions with all rights to enforce such provisions as if Yodlee were a party to this agreement.

2.2. Important points to understand.

2.2.1. How we handle changes and updates to MyArgentis.

We may update MyArgentis and change the content at any time. Wherever practical new versions of MyArgentis will build on features from previous versions and retain compatibility with data previously loaded.

2.2.2. Using your data to provide new content.

You are licensing us and our service providers (including where necessary Yodlee and Argentis Wealth Management Limited and Active Financial Partners Limited) to use any information, data, passwords, materials or other contents (collectively "Content") you provide to us through MyArgentis and you agree that we (including Yodlee and Argentis Wealth Management Limited and Active Financial Partners Limited) can use, modify, display, distribute and create new material using such Content so that we may provide the MyArgentis service to you.

By submitting Content you automatically agree or promise that the owner of that Content (such as your Bank) has expressly agreed that, without any particular time limit, and without the payment of any fees, we may use the Content for the purposes set out in these Terms.

2.2.3. Giving us authority to access third party sites on your behalf.

By using the MyArgentis service you specifically authorise us to access third-party sites designated by you, on your behalf, to retrieve information requested by you and to register for accounts requested by you. For all these purposes you now grant us limited authority and you appoint us as your agent with full power for you and in your name, to access third-party internet sites, servers or documents, retrieve information and use your information, all as described above, as fully as you might or could do in person.

When we access and retrieve information from third-party sites we are doing so as your agent and not as an agent for any third-party. You agree that third-party account providers shall be entitled to rely on the foregoing authorisation and agency granted by you.

MyArgentis is not endorsed or sponsored by any third-party account providers.

2.2.4. Limitation of our liability.

Nothing in this Agreement excludes or limits our liability for death or personal injury arising from our negligence, or our fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by English law.

Your use of MyArgentis and all information, products and content (including that of third parties) included in or accessible from the service is at your sole risk. MyArgentis is provided on an "As Is" and "As Available" basis.

To the extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to MyArgentis or any content on it, whether express or implied including but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement.

We will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of MyArgentis or to your downloading of any content on it, or on any website linked to it.

In no event shall we, Yodlee or any of our affiliates be responsible or liable to you or to any third party for any direct, indirect, special, incidental, consequential or exemplary damages, including but not limited to loss of profit, goodwill, revenue or business, arising in whole or in part of your access to MyArgentis, your use of MyArgentis or this Agreement even if we have been advised of the possibility of such damages, resulting from -

- a. the use or the inability to use the service;
- b. the ability of MyArgentis to meet your requirements;
- c. errors in the technology;
- d. the cost of getting substitute goods or services;
- e. any products, data, information or services purchased or obtained or messages received or transactions entered into, through or from the service;
- f. unauthorised access to or alteration of your transmissions or data;
- g. statements or conduct of anyone on the service;
- h. use of or reliance on any content displayed on MyArgentis;
- i. the use, inability to use, unauthorised use, performance or non-performance of any third-party account provider site, even if the provider has been advised previously of the possibility of such damages; or
- j. any other matter relating to the MyArgentis service.

Notwithstanding the above, your Personal Data will be held securely under the provisions of the relevant Data Protection Law and in accordance with good industry practice.

2.2.5. Changes to this Agreement

We reserve the right to modify this Agreement at any time and will notify you of any such changes by placing a notice to that effect on the MyArgentis site. Your continued use of MyArgentis thereafter will be deemed to be an acceptance of any such changes.

2.2.6. Applicable Law

This Agreement and any disputes or other matters arising from it shall be governed by and construed in accordance with English Law and unless we agree otherwise, disputes will be resolved by the English Courts.

If any of the terms of this Agreement shall in whole or in part be held by any Court or other arbitrator to any extent to be illegal or unenforceable under any enactment or rule of law that term or part shall to that extent be deemed to be deleted from and not to form part of this Agreement and the enforceability of the remaining Agreement will not be affected.

3. Terminating your agreement to use MyArgentis.

You can terminate your use of the MyArgentis service at any time by sending an email to portal@argentis.co.uk or by writing to us at Argentis Wealth Management Limited, 5 Lancer House, Hussar Court, Westside View, Waterlooville, Hampshire, PO7 7SE using recorded delivery or registered post.

You should carefully consider the data that is held on MyArgentis when requesting a termination of the service as we cannot retain any of your data after termination. If there is any data, documents or other information that you store within MyArgentis then you are advised to take copies of this information before termination.

We reserve the right at any time to terminate your agreement with us and your use of MyArgentis, with or without cause, immediately upon our giving you notice to the email address provided by you for your Login ID.

4. Definition of Key Terms

In this agreement the following terms have the meanings set out below –

- “Aggregated Data” means data and usage information which has been stripped of all personally identifiable information.
- “MyArgentis” means the Moneyinfo service available at <https://www.moneyinfo.co.uk> and/or via the MyArgentis app on your tablet or phone.
- “we”, “us” or “our” and “Moneyinfo limited” or “Moneyinfo Limited” means Moneyinfo Limited registered in England and Wales, registered number 3508395 and registered office Forward House, High Street, Henley-in-Arden, Warwickshire B95 5AA and
- “you” or “your” means the individual customer, organisation customer or business customer using the service.
- “Yodlee” means Investnet Yodlee of 3600 Bridge Parkway, Redwood City, California 94065, see www.Yodlee.com.

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www.argentis.co.uk

This document is for the use of the following companies, which are authorised and regulated by the Financial Conduct Authority: Argentis Wealth Management Limited and Active Financial Partners Limited ("Argentis").

The pictures noted in this document are for illustrative purposes only and are fictitious.

Argentis Wealth Management Limited (04214267) and Active Financial Partners Limited (04266233) are registered in England and Wales. Their registered office: 5 Lancer House, Hussar Court, Westside View, Waterlooville, Hampshire, PO7 7SE.