

Institutional Client Portal Terms and Conditions for Authorised Users

Last modified: 25 September 2024



These Institutional Client Portal Terms and Conditions for Authorised Users (“Conditions”) cover your access and use of the RLAM Institutional Client Portal (the “Portal”).

When we refer to “you” or “your” in these Conditions we mean the authorised user of the Portal acting on behalf of the institution, company, trustees or other corporate body (“Institution”) who has invested in sub-funds of Royal London Bond Funds ICVC, Royal London Bond Funds II ICVC, Royal London Equity Funds ICVC and Royal London Multi-Asset Funds ICVC, Royal London Asset Management Investment Funds ICAV and Royal London Asset Management Funds plc (the “Funds”).

Please read these Conditions carefully before you access and use the Portal, as these will apply to your access and use of the Portal. We recommend that you print a copy of these Conditions for future reference.

By accessing and using the Portal, you confirm that you accept and agree to comply with these Conditions.

Other applicable terms

These Conditions are in addition to the terms and conditions your Institution accepted when initially investing in the Funds (the “Account Conditions”). If there is a conflict between these Conditions and the Account Conditions, then the Account Conditions will take precedence.

Information about us

Royal London Unit Trust Managers Limited (“RLUTM”), registered in England and Wales under company number 2372439 and having its registered office at 80 Fenchurch Street, London, EC3M 4BY is the authorised fund manager of Royal London Bond Funds ICVC, Royal London Bond Funds II ICVC, Royal London Equity Funds ICVC and Royal London Multi-Asset Funds ICVC. All transaction activities carried out via the Portal are undertaken by RLUTM’s outsourced fund administrator. RLUTM is authorised and regulated by the Financial Conduct Authority. RLUTM’s Financial Services Register number is 144037.

Royal London Asset Management Investment Funds ICAV (“RLAM ICAV”) is an Irish collective asset management vehicle incorporated in Ireland, registered number C1644829, having its registered office at 78 Sir John Rogerson’s Quay, Dublin 2, Ireland. RLAM ICAV is authorised by the Central Bank of Ireland. All transaction activities in respect of RLAM ICAV carried out via the Portal are undertaken by RLAM ICAV’s outsourced fund administrator.

Royal London Asset Management Funds plc (“RLAM plc”) is a multi-series umbrella fund constituted as an investment company with

variable capital incorporated in Ireland, registered number 364259, having its registered office at 78 Sir John Rogerson’s Quay, Dublin 2, Ireland. RLAM plc is authorised by the Central Bank of Ireland. All transaction activities in respect of RLAM plc carried out via the Portal are undertaken by RLAM plc’s outsourced fund administrator.

Royal London Asset Management Limited (“RLAM”) acts as distributor of the Funds pursuant to distribution agreements in place with RLUTM, RLAM ICAV and RLAM plc. RLAM is registered in England and Wales under company number 02244297 and having its registered office at 80 Fenchurch Street, London, EC3M 4BY.

RLAM is authorised and regulated by the Financial Conduct Authority and its Financial Services Register number is 141665.

RLAM and RLUTM are members of the Royal London Group of companies whose ultimate holding company is The Royal London Mutual Insurance Society Limited, a company incorporated in England and Wales, registered number 99064.

The Royal London Group’s registered VAT number is 368 5244 27.

Changes to these Conditions

We may revise these Conditions at any time by amending this page. When we make changes to these Conditions, we will revise the ‘Last modified’ date at the top of this page. You must accept such updated Conditions if you wish to continue to access and use the Portal. If you do not agree to the changes, you must stop using the Portal.

Access and use of the Portal

When you register for the Portal, you will need to set up security passcodes, passwords and similar to keep your account secure. In these Conditions we call these your “Security Details”. As long as our systems have checked your identity by verifying Security Details, we will assume that we are dealing with you and that you have agreed to us disclosing information to you and acting on any instruction without getting further confirmation from you. You warrant and undertake that you shall keep confidential and not share your Security Details with any third party.

If you become aware that any Security Details have been, or may have been, provided to any third party you will, without delay, disable the relevant Security Details and promptly notify us of the same.

We may ask you from time to time to change your Security Details for operational or security reasons.

Permitted purpose

You agree to use the Portal solely for the Institution’s internal business operations in accordance with these Conditions and the Account Conditions.

Unless otherwise set out in these Conditions or the Account Conditions, you agree that you will not:

- permit any use of the Portal in any manner by a third party;
- rent, sub-licence or otherwise commercially exploit in any way any part of the Portal;
- reverse engineer, observe, study, test the functioning of, decompile or disassemble any parts of the Portal (or attempt to do so); or
- use the Portal to operate a service bureau or permit any third party to use or run the Portal, including for the purposes of providing third party administration services.

Charges

We do not charge you to access the Portal however certain dealing charges and fees may apply in accordance with the Account Conditions.

Dealing

You can use the Portal to subscribe, redeem*, switch or complete a conversion of shares in the Funds, in each case in accordance with the Account Conditions (and, in particular, in accordance with the dealing provisions in the prospectus of the relevant Fund). You are responsible for all the instructions authorised by you using the Portal. For further details on dealing and transactions please refer to the Account Conditions.

You agree that we may rely and act on instructions issued by you, and which we reasonably believe to have been made by you, on the Portal without further enquiry. You will be bound by any transaction entered into, and any expenses incurred, on your behalf in reliance on such instructions.

If an unauthorised transaction is made from your account and you have either deliberately or by being negligent failed:

- to keep your device or Security Details secure; or
- to tell us as promptly on becoming aware that your device or Security Details have been compromised or misused,

we will not be responsible for any losses suffered as a result of such unauthorised transaction.

Availability and functionality

You can use the Portal at any time but sometimes repairs, updates and maintenance on our systems and those of our suppliers may mean that some of the features may be slower than normal or temporarily unavailable. We will not always be able to let you know when the Portal is unavailable and accordingly we will not be responsible for any losses you suffer as a result of such unavailability or where the Portal is not working properly for reasons outside of our control including, but not limited to, delays, interruptions, errors or other problems resulting from use of the internet or public electronic communications networks.

* Please note that the proceeds from any redemption will be sent to the bank account as set out in the Account Coverall Renunciation which must be in the name of the registered owner of the shares in the Funds.

Viruses, hacking and other offences

You are responsible for configuring your information technology, computer programs and platform in order to access the Portal. You should use your own virus protection software.

You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs, malware or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to the Portal, the server on which our site is stored, or any server, computer or database connected to our site. You must not attack the Portal 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 the Portal will cease immediately.

Changing your access to the Portal

We may temporarily restrict you using the Portal for reasons including, but not limited to:

- your account or the Portal is at risk; or
- we suspect there's unauthorised or fraudulent use; or
- we believe that use of your account or the Portal is in breach of the Account Conditions.

If your access to the Portal is restricted, you will be advised as soon as possible afterwards.

We may stop you from using the Portal and cancel these Conditions for any other reason without giving you notice for reasons including, but not limited to:

- you materially or persistently breaching these Conditions; or
- your account is closed or if you no longer have an investment in a Fund.

No reliance on information

The Portal is not intended to amount to financial or other professional advice on which you should rely. You must obtain financial or other professional advice if you require it before taking, or refraining from, any action on the basis of the content on the Portal.

Although we make reasonable efforts to update the information on our Portal, we make no representations, warranties or guarantees, whether express or implied, that the content on the Portal is accurate, complete or up to date.

We are not responsible under these Conditions for any updates to the Account Conditions or to your Funds accessed via the Portal. You should ensure that you have the up-to-date Account Conditions and information on the Funds.

Limitation of our liability

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

To the fullest extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to the Portal or any content on it, whether express or implied.

We will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:

- use of, or inability to use, the Portal; or
- use of or reliance on any content displayed on the Portal.

In addition, we will not be liable to you for any:

- loss of profits, sales, business, or revenue;
- business interruption;
- loss of anticipated savings;
- loss of business opportunity, goodwill or reputation; or
- indirect or consequential loss or damage,

in each case, arising in connection with these Conditions or the Portal.

We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of the Portal.

We will not be liable to you under these Conditions for any loss caused by any changes made to the Account Conditions or the Funds.

Different limitations and exclusions of liability will apply to liability arising as a result of the supply of any product or services by us to you, which will be set out in the relevant Account Conditions.

If, notwithstanding the other provisions of these Conditions, we are found to be liable to you for any damage or loss (including through negligence) which arises in any way out of, or is in any way connected with, your use of the Portal, our liability (save as prohibited by applicable law) shall in no event exceed **£10,000.00**.

General

You may not assign or transfer your rights or obligations under these Conditions unless we agree to it. We may at any time assign or transfer all or part of our rights and/or obligations under these Conditions to any person. We can also disclose information held about you to such a person as far as reasonably necessary to help with the actual or potential assignment.

We can enforce these or any other rights at any time, even if we have not insisted on enforcing them in the past.

Applicable law

These Conditions, its subject matter and its formation (and any non-contractual disputes or claims), are governed by English law. We both agree to the exclusive jurisdiction of the courts of England.

Complaints

We take customer satisfaction seriously and aim to achieve a high level of service. If you are dissatisfied with the service we have provided, please contact us at clientrelationships@rlam.co.uk. A full copy of our complaints procedure is available on request.



Contact us

To contact us with respect to the Portal,
please email:

RoyalLondon.ICS@uk.dstssystems.com

You can also contact **Royal London Asset
Management Institutional Client Services**
by phone on:

0330 123 3792 (from within the UK) or

+44 1268 447401 (from outside the UK)

between the hours of 9.00am and 5.00pm
(UK time) from Monday to Friday excluding
UK bank and public holidays.

Telephone calls may be recorded for training
and security purposes. Call charges will apply.

You can also send important notices and other
communications in writing to:

Royal London Asset Management Limited,
Client Services,
80 Fenchurch Street,
London, EC3M 4BY.

We are happy to provide this document in
braille, large print and audio.

