

# WEBSITE TERMS – KH ONLINE

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# WEBSITE TERMS – KH ONLINE

These terms set out the basis on which we, SG Kleinwort Hambros Bank Limited (trading as Kleinwort Hambros) give a Client or an Authorised Party access to our online banking service, “KH Online”. It enables you to access certain accounts a Client holds with us (including accounts a Client holds jointly with one or more others).

These terms only apply to KH Online. Our Terms of Business apply to the accounts you access and operate using KH Online

We strongly recommend you read these terms. If you do not understand any aspect, please contact your Private Banker for further information. Capitalised terms have the meanings listed under “Definitions” below.

By registering for KH Online, you:

- agree to these terms regarding your use of KH Online, which will bind you; and
- confirm that you have read the disclosures in these terms and the relevant privacy policy.

If you do not agree to these terms, please do not proceed further.

## Definitions

In these terms, we use the following definitions:

**Authorised Party** means a person authorised by the Client to access KH Online.

**Client** means a person to whom we, Kleinwort Hambros, provide banking services.

**KH Online** means our online banking service available at [www.kleinworthambros.com](http://www.kleinworthambros.com) and detailed under ‘Our services’ below.

**Losses or Loss** means all losses, liabilities, damages, costs, expenses and taxes.

**Security Credentials** means any information or processes we use to authenticate a User’s identity regarding KH Online and to authenticate their instructions (including payment instructions).

**Terms of Business** means Kleinwort Hambros’ country-specific Banking and Investment Terms of Business applicable to the Client, as amended from time to time.

**TPP** means a third-party service provider which is authorised to provide account information services or payment initiation services and which you have engaged to provide this service to you.

**User** means a Client or an Authorised Party with access to KH Online.

## Our Services

KH Online enables you to view information about your accounts, give us instructions and use other features we may make available from time to time.

If appropriate authorities are in place, you can also use KH Online to access and operate another person’s accounts with us, and to allow another person to access and operate your accounts. Please contact your Private Banker for more information.

## Authority for Others to Act

An Authorised Party who we authorise to have access to KH Online has unrestricted access to all the relevant Client’s information available via KH Online.

An Authorised Party’s authorisation remains valid until it is expressly revoked by the Client or the Client’s legal successor in line with our current procedures. Such access does not automatically become invalid in the event of the Client’s death, incapacity to act or bankruptcy, or by cancelling a signing authority or deleting the Authorised Party from a register of authorised signatories.

If a power of attorney or other authorisation to manage assets or receive information from us is revoked, this does not automatically lead to the cancellation of an authorisation for an Authorised Party to use

KH Online. If a Client no longer wants an Authorised Party to have access to KH Online, the Client must notify us of this in line with our current procedures.

## Access to KH Online

We give access to KH Online to a person who has identified themselves to us by successfully providing their Security Credentials.

We grant access to KH Online on an individual basis. This means each User needs to have their own Security Credentials.

To protect Users, we may, at any time and without providing any reasons, ask for additional verification of identity. Until we are satisfied as to a User’s identity, we may block access to KH Online for that User.

## Local Access Restrictions

KH Online uses encryption techniques that may be illegal in jurisdictions outside the UK, Gibraltar, Guernsey and Jersey. If you wish to access KH Online when you are outside these countries, you must ensure this is permitted by local law. We are not liable to you for any Losses suffered as a result of breaking local law or not being able to use KH Online outside the UK, Gibraltar, Guernsey and Jersey.

KH Online is not available to US residents.

## Blocking Access to KH Online

A request from a Client/User to block access to KH Online must be made to your Private Banker.

We are entitled to block the access of a User to KH Online at any time, without giving notice or any reasons:

- to protect you;
- until you have given us satisfactory evidence as to your identity;
- for required operational reasons, such as maintenance work; or
- if you have not used KH Online for a long period.

## Security

You must take reasonable care to keep your, or (if you are an Authorised Party) a Client’s, accounts safe when using KH Online. This includes taking the following security measures regarding the Security Credentials you use in connection with KH Online:

- Not allowing anyone else (including any other joint account holders) to know or use your Security Credentials.
- Memorising your Security Credentials and not recording any part of them in a way that can be recognised as Security Credentials.
- When setting or changing your Security Credentials, not choosing information that is easy to guess (e.g. your own or a family member’s birth date, or any part of your telephone number).
- Locking your device when not using it, not allowing anyone else to use it, and logging out of or closing KH Online when you have finished using it.
- Protecting your device with current anti-virus and firewall software.
- Accessing KH Online only over a secure network, and not over public wi-fi.
- Complying with any other requirements we tell you about from time to time.

If we contact you by telephone, we will always check your identity before discussing your accounts with you. If we contact you by any means of electronic communication (e.g. email, SMS) or by post, we will never ask you to provide your account details, Security Credentials or any other identification verification information.

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You must tell us immediately if:

- you suspect or discover that someone else knows your Security Credentials or has accessed your account;
- you change the device you use to access KH Online, or if this device is lost or stolen; or
- you suspect or discover that your account security has been compromised in any other way.

You can do this by contacting the Helpdesk, whose contact details are available in the user guide on the KH Online login page, which is accessible from our website [www.kleinworthambros.com](http://www.kleinworthambros.com).

You are responsible for maintaining the device you use to access KH Online, and for ensuring it is compatible with KH Online.

We will take reasonable steps to ensure that KH Online is free from viruses. Any device you use to access KH Online must have adequate, up-to-date anti-virus software installed. We are not liable to you for any Losses arising from the infection of your device by a virus while using KH Online, unless caused directly by our fraud, negligence or wilful default.

## Payments and Trading

If the ability to make payments or to trade (or both) is available on KH Online, your use of such functions is subject to our Terms of Business (if you are a Client or an Authorised Party) or a similar agreement we have in place with you (if you are not a Client or an Authorised Party).

You must not use email or any free-form message section of any electronic form to change payment instructions given via KH Online.

The cut-off times for payment instructions given via KH Online may differ from our standard cut-off times stated in the Terms of Business.

## Joint Accounts

If you hold an account jointly with one or more other account holders, this will operate in line with the account mandate. If required by the account mandate, all account holders must tell us who may use KH Online in connection with that account. If you do not have the necessary authority to use KH Online in line with the account mandate, you will not be able to access or operate that account via KH Online. KH Online will not show any part of that account balance as belonging to you.

If authority has been granted (in line with the mandate) that a person may use KH Online regarding that account, that person may:

- access and operate that account via KH Online, even if any of the other joint account holders is not registered for KH Online;
- give instructions through KH Online regarding that account in line with the account mandate (for example, that no joint account holder acting on their own may issue an instruction); and
- carry out payments, with the necessary permissions, in line with the account mandate. We are not liable for any Losses arising from any delay, refusal or failure to carry out a payment instruction that has not been properly authorised.

## Information Available via KH Online

Information available via KH Online about your accounts may not reflect all transactions instructed, including transactions in progress. It will not reflect any costs and charges that would be due on the withdrawal of a deposit (for example, a break fee on the early termination of a fixed-term deposit) or sale of an investment. Your account balance may not reflect any overdraft you have.

The value of assets in investment accounts is indicative only. It may not reflect the latest price of the relevant assets (for example if markets are closed, or there is a time delay), or the price at which an asset could

be sold (for example if the mid-price between the “buy” and “sell” prices is used).

If an account or asset is denominated in a different currency to the valuation currency agreed with us, the account balance or asset value will be shown in the valuation currency. KH Online uses an indicative exchange rate for this conversion, which may not reflect the actual exchange rate that could be achieved, and does not reflect any foreign exchange costs or charges that would be deducted.

If you are an Authorised Party, the balance of the account may be shown by KH Online as belonging to you, even though you may not in fact be entitled to all or any part of that balance.

If you hold an account jointly with one or more others, you may have an agreement with the other joint account holder(s) about how the proceeds of the account will be shared between you. If you can access the account via KH Online, it will show the whole of that account balance as belonging to you. It will not reflect any individual entitlements you may have agreed.

## Availability and Changes

Our Helpdesk’s contact details are in the user guide available on the KH Online login page, which is accessible from our website [www.kleinworthambros.com](http://www.kleinworthambros.com).

We may suspend KH Online from time to time, for example to carry out maintenance. We will let you know in advance if we reasonably can. We will always try to restore the service as quickly as possible.

We may make changes to KH Online from time to time, including to the way you access the service and its functionality. We will tell you about any material changes by contacting you as explained in the Terms of Business.

## Our responsibility for loss or damage you suffer

The User bears the risks of:

- unauthorised access to their device by other persons;
- misuse of his/her Security Credentials;
- their own or (if they are a Client) their Authorised Party’s acts or failures to act;
- unauthorised access by other persons to data transmitted via the internet, and other technical or operational issues affecting the internet; and
- any other security or operational risk described above unless caused by our negligence, fraud or wilful default.

The Client bears the risk of unauthorised access to KH Online until a Client’s request to block access takes effect.

## We are responsible to you for foreseeable loss and damage we cause.

If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking these terms or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it is obvious that it will happen or if, at the time you accepted these terms, both we and you knew it might happen.

## We do not exclude or limit our liability to you if it would be unlawful to do so.

This includes liability under the Financial Services and Markets Act 2000 (where applicable), for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors, or for fraud or fraudulent misrepresentation. Subject to that, information available via KH Online is for information purposes only, is current at the date of issue (or as so marked) only, may contain information from third parties that we and the third party cannot be liable to you for. It is supplied without any warranties, guarantees or representations as to accuracy or completeness.

**When we are liable for damage to your property.** If defective digital content that we have supplied damages a device or digital content belonging to you, we will repair the damage or pay you compensation. However, we are not liable for:

- damage you could

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have avoided by following our advice to apply an update offered to you free of charge; or

- damage caused by you failing to correctly follow installation instructions or to have in place the minimum system requirements we advised you to have.

**We are not liable for business losses.** KH Online is for domestic and private use. If you use KH Online for any commercial, business or resale purpose, we are not liable to you for any loss of profit, loss of business, business interruption or loss of business opportunity.

**Limitations to KH Online.** KH Online is provided for general information purposes only. You must obtain specific advice from your Private Banker before taking, or refraining from, any action on the basis of information obtained from KH Online. We make reasonable efforts to update the information provided by KH Online, but we make no representations, warranties or guarantees, whether express or implied, that such information is accurate, complete or up to date.

**We are not responsible for events outside our control.** If our provision of KH Online is delayed by an event outside our control, we will let you know as soon as possible on the KH Online login page and take steps to minimise the effect of the delay. Provided we do this, we are not liable for delays caused by the event. But if there is a risk of substantial delay, you may contact us to end your use of KH Online.

**Availability of KH Online.** We will use reasonable efforts to minimise any time for which KH Online is unavailable, but we assume no liability for any unavailability.

**Access to the internet.** We are not liable to you for any fees you may incur for connecting to the internet to use or access KH Online.

## Termination

KH Online is an additional facility we may make available from time to time. We may terminate or suspend the provision of KH Online to any User on notice at any time. This does not affect the Terms of Business. We are not liable to you for any failure to provide KH Online. Users may terminate their access to KH Online at any time by written notice to us. Clients may terminate the access granted to an Authorised Party on written notice to us.

Access to KH Online will terminate automatically for all Users if the Terms of Business between us and a Client are terminated.

On termination of access to KH Online, each User must cease to use any Security Credentials we have provided.

## Third-Party Service Providers (TPPs)

You can use a TPP to obtain information about, or initiate payments from your accounts that you access via KH Online, provided the TPP is open and transparent about its identity and complies with relevant legal and regulatory requirements. We will treat any instruction received from a TPP as if it were made directly by you, and the Terms of Business will apply. If we receive a payment request from a TPP and the amount necessary to execute that transaction is available in any of your accounts that you access via KH Online, we will pay the amount.

We may refuse to allow a TPP to access your accounts or initiate payments on your behalf if we have reasonable concerns about unauthorised or fraudulent actions by that TPP. We will inform you of our intention to do this in advance and give our reasons for doing so; or, if we cannot inform you in advance, we will inform you immediately after we have taken such measures. In each case, we will not give you information if this would compromise our reasonable security measures or would be unlawful. If we deny access to a TPP, we must also tell our regulator we have done so.

You can withdraw any permission given to a TPP if you no longer want it to have access to information about your accounts. If you wish to withdraw this permission, you should contact the relevant TPP directly.

## Data protection and cookies

Our cookies policy for KH Online is available at <https://www.kleinworthambros.com/en/tools/cookies-policy/>.

If you are a Client, clause 11 of the Terms of Business and our privacy notice at [https://www.kleinworthambros.com/fileadmin/user\\_upload/kleinworthambros/Important\\_information/KH292\\_Privacy\\_Notice\\_Banking\\_and\\_Investment\\_Services\\_30.09.2022.pdf](https://www.kleinworthambros.com/fileadmin/user_upload/kleinworthambros/Important_information/KH292_Privacy_Notice_Banking_and_Investment_Services_30.09.2022.pdf) explain how we use your personal information.

If you are an Authorised Party, our privacy notice for third parties at [https://www.kleinworthambros.com/fileadmin/user\\_upload/kleinworthambros/pdf/KH318\\_Privacy\\_Notice\\_-\\_Third\\_Parties\\_30.09.2022.pdf](https://www.kleinworthambros.com/fileadmin/user_upload/kleinworthambros/pdf/KH318_Privacy_Notice_-_Third_Parties_30.09.2022.pdf) explains how we use your personal information.

## Additional Terms

There are specific terms and conditions regarding our banking and investments services, fiduciary services, use of our website and electronic communications. These terms are available at [www.kleinworthambros.com/en/important-information/](https://www.kleinworthambros.com/en/important-information/).

## No Rights for Third Parties

These terms do not give rise to any right for any party except you or us to enforce any of these terms.

## If a Court Finds Part of this Contract Illegal, the Rest Will Continue in Force

Each of the paragraphs of these terms operates separately. If a court or relevant authority decides that any of them is unlawful, the remaining paragraphs will remain in full force and effect.

## Even if We Delay in Enforcing this Contract, We Can Still Enforce it Later

Even if we delay enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay taking steps against you regarding your breaking this contract, that will not mean you do not have to do those things. It will not prevent us taking steps against you at a later date.

## Which Laws Apply to this Contract and Where You May Bring Legal Proceedings

If you are a Client, these terms are subject to the same governing law and jurisdiction as is stated in the country-specific Banking and Investment Terms of Business that apply to you.

If you are not a Client, these terms, their subject matter and their 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 and Wales. English is the official language for all communications between us, but we may also communicate with you in other languages. Unless stated otherwise, all electronic messages are subject to contract and cannot be used for service of legal proceedings.

**SG Kleinwort Hambros Bank Limited**

One Bank Street, Canary Wharf  
London E14 4SG  
T +44 20 7597 3000  
F +44 20 7597 3456

[www.kleinworthambros.com](http://www.kleinworthambros.com)

