

Ashmore Investment Saudi Arabia

Terms Of Use – Electronic Services (“Terms”)

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING ELECTRONIC SERVICES PROVIDED BY ASHMORE INVESTMENT SAUDI ARABIA (“AISA”). BY ACCESSING AND USING ELECTRONIC SERVICES YOU ARE AGREEING THAT YOU HAVE READ, UNDERSTOOD AND SHALL COMPLY WITH THESE TERMS.

ANY INVESTMENTS YOU MAKE VIA ELECTRONIC SERVICES SHALL ALSO BE SUBJECT TO OUR INVESTMENT ACCOUNT AGREEMENT, THE TERMS AND CONDITIONS OF THE RELEVANT INVESTMENT FUND AND ANY OTHER AGREEMENT ENTERED INTO BETWEEN YOU AND US, WHETHER IN PAPER FORM OR ELECTRONICALLY.

Electronic Services are operated by AISA (a subsidiary of Ashmore Group plc) which is licensed and regulated by the Saudi Arabian Capital Market Authority under licence no. 14174-22 with its registered office at 3rd Floor, Tower B, Olaya Towers, Prince Muhammad Ibn Abdulaziz Street, Al Olaya Dist. Riyadh, Kingdom of Saudi Arabia. All Intellectual property rights in relation to Electronic Services are the property of AISA and / or the Ashmore Group.

“Electronic Services” means all services provided by AISA to its customers through electronic means, including but not limited to: website subscriptions, electronic platforms, smart applications (“Apps”), text messages, and multi-factor authentication (“MFA”) / one-time password (“OTP”) services. References in these Terms to “we”, “us” or “our” are references to AISA.

References to “users”, “clients” or “you” are references to you and any other person accessing our Electronic Services.

1. Acceptance of these Terms and modifications

Our Electronic Services allow you to make and manage investments in certain investment funds managed by AISA. By using Electronic Services, you confirm that you accept these Terms and agree to comply with them. If you do not agree to these Terms, you must not use Electronic Services.

The following general terms <https://www.ashmoregroup.com/en-sa/terms-and-conditions> and any additional terms and policies linked therein, also apply to your use of our Electronic Services.

We may at our sole discretion amend/update Electronic Services (including changing the format and content of Electronic Services or conditions and rules governing trading) and / or these Terms from time to time and any such change will be communicated to users via an electronic/mobile notice or via our website. Modifications shall be effective seven (7) days after such communication. Every time you wish to use Electronic Services, you are advised to review the latest Terms available on our website or via the App.

There is currently no charge for using Electronic Services, however there may be charges for certain types of transactions which can be carried out through Electronic Services. We reserve the right to introduce a charge for using Electronic Services.

You acknowledge that your email address and the device / mobile phone number you registered with us are appropriate means of communication for instructions, notifications, and alerts related to Electronic Services and your investment account with us, including modifications to Electronic Services and these Terms, Security Information (defined in Section 5) and any security notifications or instructions related to investment transactions. You must promptly notify us if these details change.

2. Users of Electronic Services

Electronic Services are intended for customers of AISA who are eligible to access / use Electronic Services pursuant to the CMA rules and guidance. When you first download the App or access / use Electronic Services on a computer or a personal device, you will be asked to register with us, before you can continue. At that point your unique username, password, OTP and any other piece of information provided to, or

generated for, you as part of our registration and security procedures (“Security Information”) will be created / made available to you to enable you to access / use Electronic Services.

You are responsible for ensuring that all persons who access Electronic Services through your internet connection or device are aware of these Terms and comply with them. If you know or suspect that someone is or has been using Electronic Services other than in compliance with these Terms or your security Information has been compromised, you must promptly notify us.

If you are a retail client, you are only permitted to use Electronic Services for domestic and private use, and not for any commercial or business purpose, without obtaining a licence to do so from us or our licensors. All intellectual property rights in Electronic Services belong to AISA and/or our licensors.

These Terms apply to joint account holders individually and jointly. If you have a joint account, each joint user must access Electronic Services using their own Security Information. Certain features of Electronic Services may be restricted or unavailable in respect of a joint account if two or more of you are required to authorise payments jointly. As soon as one of you tells us another joint account holder is no longer allowed to authorise payments we may suspend some or all of the functionality of Electronic Services on that joint account, to the extent joint authorisation is required.

3. Use of Electronic Services

You are only allowed to use Electronic Services and materials therein contained in accordance with these Terms and our general terms.

You may use Electronic Services only for lawful purposes. You may not use Electronic Services in any way that breaches any applicable law or regulation, or in any way that is unlawful or fraudulent or has such effect. You also agree not to reproduce, duplicate, copy, reverse-engineer or re-sell any part of Electronic Services.

We reserve the right to cease providing Electronic Services to you or in general at any time and in our sole discretion. We shall provide notice of Electronic Services being discontinued in electronic form or via our website, to the extent reasonably practicable. We will not be liable for any loss you suffer as a result of Electronic Services being discontinued.

You are responsible for configuring your information technology to access Electronic Services and using your own virus protection and spyware software. You must not misuse Electronic Services by knowingly introducing viruses, spyware or other harmful technology. You must not attempt to gain unauthorised access to Electronic Services, the server on which Electronic Services is stored or any server, computer or database connected to our site. We may use technology to help detect viruses and malicious software on your computer or device, and if we do, we may restrict or block your access to Electronic Services for security reasons.

When you download our App, we automatically give you non-exclusive, non-transferable, royalty-free licence to use the App and other Electronic Services. The licence does not authorise you to copy, rent, lease, transfer, alter, modify, disassemble or reverse-engineer the App or other Electronic Services in any respect. You shall not use Electronic Services to collect or harvest any information or data.

You are responsible for keeping the App and your device secure at all times and for using the App and Electronic Services in a lawful manner and only for the intended purpose. If you download/use the App or Electronic Services on a device which is not owned by you, you remain responsible for complying with these Terms.

4. Disclaimer

Information provided via Electronic Services is for general information only. Electronic Services do not constitute financial, investment or professional advice, or an offer or provision of such advice. While we endeavour to ensure that all content provided via Electronic Services is correct, we cannot guarantee this. The Terms and Conditions of the relevant investment fund shall prevail.

You are responsible for obtaining advice from an authorised financial adviser before making any investment decision.

We cannot guarantee that Electronic Services will be available at all times, uninterrupted, without delay and compatible with your device. You acknowledge that access to Electronic Services may be interrupted, unavailable or suspended. We reserve the right to, at our absolute discretion, suspend, withdraw or restrict, the operation of Electronic Services.

WE WILL NOT BE LIABLE TO YOU (OR ANY OTHER PERSON) FOR ANY LOSS OR DAMAGE SUFFERED IN CONNECTION WITH THE CONTENT PROVIDED VIA ELECTRONIC SERVICES, OR IF ELECTRONIC SERVICES ARE UNAVAILABLE TO YOU FOR TRADING OR INFORMATION PURPOSES FOR WHATEVER REASON.

5. Account security

Your Security Information is unique to you and you must treat Security Information as confidential. The Security Information enables us to identify you and your computer / device when using Electronic Services.

WE WILL NOT BE LIABLE TO YOU (OR ANY OTHER PERSON) FOR ANY LOSS OR DAMAGE SUFFERED IN CONNECTION WITH COMPROMISED SECURITY INFORMATION OR A THIRD PARTY (WHETHER AUTHORISED OR NOT AUTHORISED BY YOU) ACCESSING ELECTRONIC SERVICES USING YOUR CREDENTIALS OR YOUR DEVICE. ALL TRADES OR DEALINGS PLACED ON YOUR ACCOUNTS IN SUCH CIRCUMSTANCES, EVEN IF THOSE TRANSACTIONS CONFLICT WITH YOUR WISHES, SHALL BE TREATED AS PLACED BY YOU AND AT YOUR OWN RISK.

You must not disclose your Security Information to anyone. You are advised to use a strong and unique password and to change it if you know or suspect it has been compromised.

You acknowledge full responsibility for maintaining the confidentiality and security of Security Information and of all devices (including mobile) registered with us in connection with Electronic Services. It is your responsibility to have secure access to the internet.

If you inform us or we suspect that your Security Information has been compromised or a third party is accessing Electronic Services using your credentials or your device, we reserve the right to block online access to your account. IF YOU BECOME AWARE OF SUCH ACTIVITY, OR IF YOUR DEVICE HAS BEEN LOST, STOLEN OR OTHERWISE COMPROMISED, PLEASE NOTIFY US AS SOON AS POSSIBLE. You remain responsible for all transactions carried out using your registered number / device until we receive official notification from you and have taken the necessary action to secure your account.

6. Liability

PLEASE REFER TO LIABILITY DISCLAIMERS IN SECTIONS 4 AND 5 ABOVE. WE SHALL NOT BE LIABLE TO YOU OF ANY OTHER PERSON FOR:

- any loss of profit, loss of revenue, loss of business, business interruption, loss of opportunity or any indirect, special or consequential loss;
- any losses which arise from any event beyond our reasonable control;
- any losses which could not reasonably have been anticipated;
- your inability to access and/or use Electronic Services; or
- any third party site, application or service which you may access through a link on our website or App.

We do not exclude or limit in any way our liability to any user where it would be unlawful to do so under the laws of Saudi Arabia. Nothing in these Terms shall exclude or limit liability for: a) death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; b) fraud or fraudulent misrepresentation; or c) any duty which we may have under the Saudi Arabian Capital Market Authority regulations.

7. Termination

We may end your rights to use Electronic Services at any time if you have breached these Terms in any material respect or otherwise in accordance with these Terms.

8. Account Statements

You agree to view and print account statements and contract notes from Electronic Services and allow AISA to discontinue periodic paper statements and the written contracts notes. Continuing use of Electronic Services is considered acceptance of this clause.

9. Support and Notices

If you require support in relation to Electronic Services or need to send us a notice (Including under Sections 1, 2 or 5) please contact us on:

Tel: +96611 483 9100

Email: ashmoresa@ashmoregroup.com

We may ask for any notice to be confirmed in writing [within three (3) business days].