



# EQ BOOST

## TERMS AND CONDITIONS OF USE

### JULY 2023

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Please read these Terms and Conditions (“**Terms and Conditions**”) carefully before using the EQ Boost gift voucher service [www.equinitiboot.com](http://www.equinitiboot.com) (“**EQ Boost**” or the “**Service**”) operated by Equiniti Limited (“**us**”, “**we**”, or “**our**”).

Your access to and use of EQ Boost is conditional on your acceptance of and compliance with these Terms and Conditions.

#### **Risk warnings**

- EQ Boost allows you to use your dividend cash to acquire electronic gift vouchers (“**e-vouchers**”) from selected retailers on our retail panel (“**Retailers**”), however EQ Boost may not suit all shareholders. We cannot offer or give you any advice on the merits of using the Service. If you are in any doubt about the suitability of EQ Boost, you should consult an authorised financial adviser.
- When making your election to use the Service you should be aware that EQ Boost does not protect you from a Retailer failure, default, or insolvency. In such case, the value of your e-voucher(s) will likely be lost.
- You should use your e-voucher(s) as soon as possible after receiving them. They may be subject to an expiry date by your Retailer. Your Retailer may also impose restrictions around exchanging your remaining e-voucher balance for cash. We are not a party to, or responsible for, your Retailer’s conditions of use.
- Our role is administrative only, expressly limited to carrying out your instructions relating to purchasing e-vouchers. EQ Boost is not a payment service, nor an electronic money product. As such, the Service is not protected under or regulated by the Financial Conduct Authority, nor is your EQ Boost account money protected under the Financial Services Compensation Scheme.

By joining EQ Boost you agree to be bound by these Terms and Conditions. If you disagree with any part of the terms then you may not access the Service.

### List of definitions

Under the agreement between us, the following words have particular meanings:

- **Service** – means the EQ Boost portal provided to you to hold your dividend funds and where you can choose e-vouchers or withdraw your funds from
- **us, we, our** – means Equiniti Limited
- **e-vouchers** – means the electronic vouchers available to you within EQ Boost
- **Retailers** – means the Retailers offering e-vouchers within EQ Boost
- **Participating shares** – means any class of fully paid up shares for which EQ Boost is made available
- **FCA** - means the Financial Conduct Authority

## **1 Setting up your EQ Boost Account**

- 1.1 When you create an account with us, you must provide us information that is accurate, complete, and current at all times. Failure to do so constitutes a breach of the Terms and Conditions, which may result in immediate termination of your account on our Service.
- 1.2 You are responsible for safeguarding the password that you use to access the Service and for any activities or actions under your password.
- 1.3 You agree not to disclose your password to any third party. You must notify us immediately upon becoming aware of any breach of security or unauthorised use of your account.
- 1.4 Upon joining, you will be given the option to credit your EQ Boost account with dividends you receive from one or more companies in which you hold shares ("**participating shares**"). You may only elect to credit dividends from companies for whom we act as their registrar.
- 1.5 In the case of joint shareholdings, EQ Boost accounts will be issued in the name of the first named shareholder. It is your responsibility to ensure you have permission to create an EQ Boost account. You agree to hold us harmless from any competing claim as between joint shareholders.
- 1.6 You may only participate in EQ Boost if you are [a resident in the UK] over the age of eighteen (18). Applications to join EQ Boost must reach us at least fifteen (15) working days before the date of the next dividend payment date on your participating shares. Applications that miss the deadline will only be eligible for subsequent dividends.
- 1.7 We have the right to refuse an application to join EQ Boost for any reason and at our absolute discretion. We are not required to advise you of any reasons for such refusal. If you join EQ Boost but we reasonably believe you are not eligible to participate in the Service, we have the right to reject your application or cancel your participation. If your application is incomplete or incorrect and we are unable to get it corrected, we may have to return it without carrying out your instructions.

## **2 Joining EQ Boost**

- 2.1 By joining EQ Boost and creating an account with us, you are instructing us as your agent to undertake the following activities:
  - (a) to receive and hold your dividend cash on your behalf;
  - (b) to apply your dividend cash (either in part or in full) to purchase electronic e-vouchers from your chosen Retailer;
  - (c) to manage any of your unallocated dividend cash, and provide you with an EQ Boost account access to view your balance.
- 2.2 Once you join EQ Boost, your instruction to credit your EQ Boost account with your cash dividends from participating shares will remain in place until you either revoke your election or if your EQ Boost account is terminated or suspended by us. This means all future dividends paid on your participating shares will automatically be credited to your EQ Boost account until you tell us otherwise.
- 2.3 In joining EQ Boost, you further acknowledge and understand that:

- (a) our role is administrative only, expressly limited to carrying out your instructions listed above. We are not offering any financial services, payment services activities, nor any electronic money products. We cannot provide you with any advice or recommendations on the merits of joining EQ Boost, nor can we recommend any particular Retailers.
- (b) we do not act for, or have any direct relationship with, any of the Retailers on the retailer panel. We cannot protect you from a Retailer failure, default, or insolvency.
- (c) we are not a party to your Retailer's terms of use of their e-vouchers. Your Retailer's terms of use sit separately from, and do not form part of, these Terms and Conditions.
- (d) EQ Boost is not a service protected under or regulated by the Financial Conduct Authority ("FCA"), nor is your EQ Boost account money protected under the Financial Services Compensation Scheme. If your participating shares are currently held on your behalf by a nominee, broker or custodian, by electing to join EQ Boost it is likely that you will lose your client money protections otherwise afforded to you under the FCA's regulations. This means that you may not benefit from the same level of compensation in the unlikely event of a bank failure or other loss of your dividend funds.
- (e) All available e-vouchers will be in UK sterling only

### **3 Your Personal Tax Position**

- 3.1 Your personal tax obligations will not be affected by joining EQ Boost.

### **4 Your Selection of Retailers**

- 4.1 We monitor and have control over which Retailers make up the retail panel shown on the EQ Boost website. However, we make no representation to you as to the financial standing of any Retailer, the availability of their products or services, nor are we party to the conditions of use of their e-vouchers (which may include expiry dates / restrictions on exchanging your remaining balance for cash etc). The decision to purchase an e-voucher from a particular Retailer is yours alone to make.
- 4.2 We may change the make-up of the EQ Boost retail panel from time to time without notice.

### **5 Revoking Your Instructions**

- 5.1 If you no longer wish to have your dividend payments credited to your EQ Boost account, or if you wish to pause your participation for a period of time, you must change your election in your Shareview Portfolio to remove EQ Boost.
- 5.2 You can also withdraw all or some of your funds from your EQ Boost account at any time by accessing the "Manage your account" page and requesting a withdrawal. Your EQ boost account details must be up to date and correct. We are only able to return your funds to you directly, and to no other third party. If your recipient account details listed under your EQ Boost account are not in your name, your funds can not be returned by us because of anti-money laundering restrictions. You will need to update your banking details first.
- 5.3 After purchasing an e-voucher from a Retailer, you may change your mind for any reason and arrange for a cancellation and refund back to your EQ Boost account provided you do so within fourteen (14) days of the e-voucher purchase date. You will need to call us to request cancellation of your e-voucher and to refund the value back to your EQ Boost account.

### **6 Leaving EQ Boost**

- 6.1 You may leave EQ Boost and cancel these Terms and Conditions at any time by cancelling your EQ Boost election via your Shareview Portfolio. Your cancellation will take effect as soon as we receive it, although this will not prevent the completion of any transactions that are already underway. No charge is payable by you when you terminate.
- 6.2 Upon notice of cancellation, you may choose to withdraw any funds held in your EQ Boost account. Your withdrawal instruction will be actioned as soon as reasonably possible (taking into account weekends, bank holidays or bank delays outside of our control). Your EQ boost account details must be up to date and correct. We are only able to return your funds to you directly, and to no other third party. If your recipient account details listed under your EQ

Boost account are not in your name, your funds can not be returned by us because of anti-money laundering restrictions. You will need to update your banking details first.

- 6.3 If we receive notification of a shareholder's death, mental incapacity, bankruptcy or other legal restriction, that shareholder's participation in EQ Boost will end for all future dividends on participating shares. If, however, the relevant shares are held in the name of joint shareholders, then the EQ Boost election will continue to apply in relation to the participating shares.
- 6.4 If your EQ Boost account remains inactive for 3 years, the balance is zero, and you have no outstanding e-vouchers, we reserve the right to close your account without notice.
- 6.5 All provisions of these Terms and Conditions which by their nature should survive termination shall survive termination, including, without limitation, the disclaimers and our liability statements.

## **7 Managing Your Data**

- 7.1 Our Privacy Notice explains how we use and protect your information within Equiniti Limited. To read the latest version of our Privacy Notice and understand more about how Equiniti Limited safeguards your data, please visit our Privacy Centre at: [privacy.equiniti.com](https://privacy.equiniti.com)
- 7.2 The Service is supported by Jigsaw Business Solutions Limited, whose role is to facilitate the acquisition of e-vouchers and management of Retailers for us. By joining you give us permission to share some of your personal data with them as required to support the running of the Service (which may include for complaints handling purposes).

## **8 Our liability to you**

- 8.1 We will not be responsible for any losses or expenses you incur under the EQ Boost Service, unless caused by our fraud, wilful default or negligence.
- 8.2 Even in the event of our wilful default or negligence, we will not be liable for any loss attributable to your failure to let us know about address or name changes, other changes in personal details, or bankruptcy, or any problem or defect in your ownership or title to the shares that enable you to receive dividends (unless caused by us).
- 8.3 We will not be responsible for:
  - (a) acting in accordance with a court order or failing to act in accordance with a court order about which we have not been notified;
  - (b) forged or fraudulent instructions. So long as we have shown all due care, we will be entitled to assume:
    - (i) that instructions received via the EQ Boost website using your EQ Boost ID and password which we reasonably believe to have been made by you or on your behalf are genuine, and
    - (ii) if we have agreed to accept a particular instruction over the phone or by email, that the caller's or emailer's identity is genuine – unless it ought to be obvious to anyone that it is not.
  - (c) any kind of loss or damage you suffer in the event of 'force majeure' – meaning any failure, interruption or delay in the performance of our obligations because of:
    - (i) the malfunction or failure of any telecommunications or computer service;
    - (ii) the failure of third parties to carry out their obligations;
    - (iii) the activities of government or international authorities, including changes in law or regulations; and/or
    - (iv) any other event or circumstance not within our reasonable control. If this type of situation arises, however, we will remedy the situation as soon as reasonably possible; or

- (v) any losses which were not foreseeable to both parties when you applied for EQ Boost, other than where this results from fraud.

8.4 We reserve the right to delay acting on any particular instruction you give to us, in order that we may:

- (a) source additional information from you;
- (b) comply with any law or regulations; and/or
- (c) investigate the validity or any other aspect of the instruction;

We will not be responsible for any financial loss resulting from such a delay.

8.5 We may do, or stop doing, anything that, in our reasonable opinion, is necessary in order to comply with any laws, rules, regulations or the requirements of any regulatory or other body that are binding on us.

8.6 We reserve the right to correct the details we hold about you, at our expense, without reference to you, if we discover we have made an error, and will notify you (where relevant) of any correction made.

## **9 Communications between you and us**

9.1 We may rely on all orders and other communications given or made by you or anyone else using your EQ Boost ID and password which we reasonably believe to have been made by you or on your behalf. You will be bound by any agreement entered into or expense incurred on your behalf in reliance upon such a communication.

9.2 If you email us, or give us your email address, we will keep a record of it and you agree to communications being sent to that address, we will not give your email address to any third parties except as set out in our Privacy Notice. To read the latest version, please visit [privacy.equiniti.com](https://www.privacy.equiniti.com). You must notify us if you change your email address.

9.3 We cannot take any part in, nor have any responsibility for, arrangements between joint holders in EQ Boost over sharing information or accounting amongst themselves.

## **10 Governing Law**

10.1 These Terms and Conditions shall be governed and construed in accordance with the laws of England and Wales.

10.2 Our failure to enforce any right or provision of these Terms and Conditions will not be considered a waiver of those rights. If any provision of these Terms and Conditions is held to be invalid or unenforceable by a court, the remaining provisions will remain in effect. These Terms and Conditions constitute the entire agreement between us regarding our Service, and supersede and replace any prior agreements we might have between us regarding the Service.

## **11 Changes**

11.1 We reserve the right, at our sole discretion, to modify or replace these Terms and condition at any time. If a revision is material we will try to provide at least 30 days notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion.

11.2 By continuing to access or use our Service after those revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, please stop using the Service by cancelling your EQ Boost election via your Shareview Portfolio and withdrawing any remaining funds.

## **12 Frequently Asked Questions**

If you have any questions about these Terms and Conditions, please refer to the EQ Boost FAQs which are located at [www.shareview.co.uk/Clients/EQBoost/faqs.htm](https://www.shareview.co.uk/Clients/EQBoost/faqs.htm)

### **Alternative Formats**

To request these EQ Boost Terms and Conditions in an alternative format, for example, large print, braille, or an audio tape, please contact Equiniti.