

General Terms and Conditions of Use

LGT SmartWealth Portal and App

LGT SmartWealth Portal and App: General Terms and Conditions of Use

This is an important document. Please read it carefully.

Please read these Terms and Conditions of Use ("Terms") carefully before using the LGT SmartWealth Portal ("Portal") and mobile application (the "App"). By accessing or using this or any functionality thereof on any computer, mobile phone, tablet, console or other device (together "Devices" and each a "Device"), you confirm that you have read, understood and agreed to be bound by these Terms and any other applicable law.

If you do not agree to these Terms, please do not access or use the Portal or App or any functionality thereof.

1. Owner and Operator Information

1.1 The Portal and App is owned and operated by LGT Vestra LLP, a limited liability partnership whose registered office is at 14 Cornhill, London EC3V 3NR, London, United Kingdom ("LGT Vestra").

1.2 For the purpose of these Terms and Conditions of Use, any reference to "LGT SmartWealth", "we" or "us" may be a reference to the LGT SmartWealth Portal and App.

2. User Restrictions and Access

2.1 In order to use certain current or future functionalities of this Portal or App, you will be required to register or sign in as a LGT SmartWealth user or to create an account.

2.2 Be aware that the use of some of the functionalities of this Portal or App require access to the Internet.

3. Acceptable use

3.1 You may access any part of the App (save that only LGT SmartWealth registered users will be able to access the App).

3.2 You may not:

- (a) use the Portal or App (or any part of it) in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with these Terms and Conditions of Use, or act fraudulently or maliciously, for example, by hacking into or inserting malicious codes, including viruses, or harmful data, into the Portal or App or any operating system;
- (b) use the Portal or App in a way which could damage, disable, overburden, impair or compromise LGT Vestra's systems or security or interfere with other users;
- (c) collect or harvest any information or data from the Portal or App or our systems or attempt to decipher any transmissions to or from the servers running any part of the App; or
- (d) circumvent or modify any Portal or App security technology or software, without LGT Vestra's express written consent.

4. Mobile Services

The use of the App is for free, but be aware that your carrier's normal rates apply for data usage. The App contains services and features that are available to certain mobile Devices. By using the App, you agree that we may communicate with you by electronic means to your mobile Device and that certain information about your use of these services may be shared with us. If you change or deactivate your mobile phone number, you must immediately update your account information to ensure that we do not send messages to your existing phone number.

5. Indemnification

You agree to indemnify, defend and hold harmless LGT Vestra, its affiliates, officers, directors, employees, agents, licensors and suppliers from and against all claims, losses, liabilities, expenses, damages and costs, including without limitation, legal costs arising from or relating in any way to your use of the Portal or App or any violation of these Terms, any law or the rights of any third party.

6. Security

If you choose or are provided with a username, password or any other piece of information as part of LGT Vestra's security procedures, you must treat such information as confidential and you must not disclose it to any third party nor allow any unauthorised person access to the App under your username and/or password. You are responsible for any actions that take place while using your LGT SmartWealth account or while using the App via your Device. LGT Vestra is not responsible for any loss that results from the unauthorised use of your username and/or password, with or without your knowledge.

7. Intellectual Property Rights ("IPR")

7.1 All intellectual property contained in or on the Portal and App is owned by LGT Vestra or its licensors. All content in the Portal and App including, but not limited to, text, software, scripts, code, designs, graphics, photos, sounds, music, videos, interactive features and all other content ("Content") is a collective work under applicable copyright laws and is the proprietary property of LGT Vestra or its licensors. LGT Vestra reserves all of its rights in respect of the IPR contained in the Portal and App and in respect of the Content.

7.2 In particular, this Portal and App contains trademarks including, but not limited to, the mark "LGT Vestra" and the LGT SmartWealth emblem. All trademarks included on this Portal and App are owned by LGT Vestra or its licensors. LGT Vestra reserves all of its rights in respect of the trademarks included on this App.

7.3 Nothing in these Terms shall be interpreted as granting to you any license of IPR owned by LGT Vestra or its licensors.

8. Data Protection and Privacy Policy

Personal details and other information relating to you provided to any LGT SmartWealth entity through this Portal or App will

be used in accordance with our Privacy Policy. Please read this carefully before continuing. By downloading the App you are consenting to use this information in accordance with our Privacy Policy, which can be found here https://www.lgtvestra.com/en/legal-notice/#responsiveTab_23

9. Disclaimer and Liability

- 9.1 You are responsible for the accuracy of the information entered in the Portal or App. While LGT Vestra does its best to ensure that any information provided as part of this App is correct at the time of inclusion, we cannot guarantee the accuracy of such information.
- 9.2 To the fullest extent permitted by law, LGT Vestra disclaims all warranties, express or implied, regarding the operation and use of the Portal or App and any products accessed via the Portal or App. You understand and agree that you use the Portal or App at your own risk and that you are solely responsible for your use and for any damage to the Device through which you access the Portal or App, loss of data or any other harm of any kind that may result from downloading, accessing or using the Portal or App.
- 9.3 To the fullest extent permitted by law, LGT Vestra shall under no circumstances whatsoever be liable to you, whether in contract, tort (including negligence), breach of statutory duty or otherwise, arising under or in connection with any products accessed via the Portal or App, your use of this Portal or App, or for your reliance on any information or advice contained in the Portal or App for:
- (a) loss of actual or anticipated profit, sales, savings, use, business, business opportunity or revenue;
 - (b) losses caused by business interruption;
 - (c) loss of goodwill or reputation;
 - (d) loss or corruption of data, information or software; or
 - (e) any indirect, special or consequential cost, expense, loss or damage suffered by you in connection with your use of the Portal or App even if such cost, expense, loss or damage was reasonably foreseeable or might reasonably have been contemplated by you and/or LGT Vestra.
- 9.4 Further, LGT Vestra shall not be liable to you or any third party in respect of the fraud, negligence, act, default or omission or wilful misconduct of independent contractors engaged by LGT Vestra, or their employees, contractors or agents.
- 9.5 Nothing in these Terms shall limit or exclude LGT Vestra's liability for death or personal injury caused by LGT Vestra's negligence or for fraud or fraudulent misrepresentation.

10. External websites and applications

The App may include links to external websites or applications. When you follow such links, the external website or application may appear as a full screen (in which case you will need to use the Device button to return to this App) or in some cases it may appear within the frame of this App (in which case you will be able to return to this App by using the navigation buttons within the frame or this App). These links are provided in order to help you find relevant websites, applications, services and/or products, which may be of interest to you quickly and easily. It is your responsibility to decide whether any services and/or products available through any of these websites or applications are suitable for your purposes. LGT Vestra is not responsible for; the owners or operators of these applications or websites, for any goods or services they supply, for the content of their websites or applications, and does not give or enter into any conditions, warranties or other terms or representations in relation to any of these or accept any liability in relation to any of these (including any liability arising out of any claim that the content of any external website or application to which this App includes a link infringes the intellectual property rights of any third party).

11. Changes to/operation of the Portal and App

- 11.1 LGT Vestra may change the format and content of all or any part of the Portal or App at any time, including but not limited to removal of features or functionalities in the App.
- 11.2 LGT Vestra may suspend the operation of the Portal or App, or certain features and functionalities of the Portal or App at times to support maintenance work.
- 11.3 Updates to the App may be issued from time to time through the Appstore or Google Play. Depending on the update, you may not be able to use all or parts of the App until you have downloaded the latest version of the App and accepted any new Terms.

12. Transfer of Rights

LGT Vestra may transfer its rights and obligations under these Terms to any affiliate of LGT Vestra. Any such transfer will not affect your rights or LGT Vestra's obligations under these Terms and Conditions of Use.

13. Complaints Procedure

If you have a question or complaint about the Portal or App, please contact:
LGT SmartWealth Support on +44 (0)20 3207 8222,
Monday to Friday 8am – 5:30pm (GMT/BST)

14. Severance

Each of the Clauses or sub-clauses of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining Clauses or sub-clauses will remain in full force and effect.

15. Termination

- 15.1 LGT Vestra reserves the right in its sole discretion to terminate your account and/or access to the Portal or App or any functionalities thereof and/or restrict your use of all or any part of the App at any time, for any or no reason, without notice and without liability to you or anyone else. LGT Vestra also reserves the right to prevent access to the Portal or App or any of its functionalities or features.
- 15.2 These Terms remain in effect after your account and/or access to the Portal or App is terminated.

16. Changes to these Terms and Conditions of Use

LGT Vestra may change these Terms at any time without notice, effective upon posting the amended Terms to the Portal or App. In the event that the Terms are amended, you will be asked to accept those revised Terms when you next use the Portal or App. Any use of the Portal or App thereafter will be on the basis of those revised Terms.

17. Jurisdiction

These Terms are governed by and to be interpreted in accordance with the laws of England and Wales and in the event of any dispute arising in relation to these Terms or any dispute arising in relation to the Portal or App, the courts of England and Wales will have non-exclusive jurisdiction over such dispute.