

Terms of use and legal notice

Last updated August 2022



Please read these terms carefully

Terms of use

Before using this website, you should read the following important information carefully. This information (together with the other documents referred to in it - collectively these "terms") governs your use of this website. By using this website, you indicate that you accept these terms of use and that you agree to be bound by them. If you do not agree, please do not use our website.

Changes to these terms

The content of this website, including these terms, may be changed by us without notice, and you should check this page from time to time for any updated terms.

We may also need to make changes to the customer portal on our website to reflect changes in law or best practice or to deal with additional features which we introduce. We will aim to notify you of any changes and seek your consent when you attempt your first login to the customer portal after such changes have been made. If you do not agree to the changes to the customer portal, you will not be able to login or access the customer portal.

Regulatory information

LGT Wealth Management US Limited is authorised and regulated by the Financial Conduct Authority ("FCA") in the United Kingdom, and is a Registered Investment Adviser with the Securities & Exchange Commission ("SEC") in the United States. Our FCA registration details are set out in the FCA Register under Firm Reference Number 585547 (www.fca.org.uk). Our SEC details are set out in the Investment Adviser Public Disclosure under SEC Reference Number 801-77580 (www.adviserinfo.sec.gov).

LGT Wealth Management US Limited is registered in England & Wales (registered number 06455240) and our registered office is 14 Cornhill, London EC3V 3NR.

LGT Wealth Management US Limited is a wholly owned subsidiary of LGT Wealth Management UK LLP. LGT Wealth Management UK LLP is a limited liability partnership incorporated in England & Wales (registered number OC329392), is authorised and regulated by the FCA under Firm Reference Number 471048 and is a Member of the London Stock Exchange.

For more information about the regulatory framework within which LGT Wealth Management US Limited operates see the Special Regulatory Notice.

Other terms

These terms of use refer to the following terms which also apply to your use of the site:

Our Data Protection Notice which also applies to your use of our site, sets out the terms on which we process any personal data we collect from you, or that you provide to us. By using our site, you consent to such processing and you confirm that all data provided by you is accurate. It also sets out information about the cookies on our site.

Our LGT Wealth Portal and App General Terms and Conditions of Use which sets out the permitted uses and prohibited uses of our site's customer portal. When using our site's customer portal, you must comply with the terms of our LGT Wealth

Management US Limited Online Service Terms. If you fail to do so, we may take such action against you as we deem appropriate which may include the immediate, temporary or permanent withdrawal of your right to use our site's customer portal.

Suspension or withdrawal of our site

Access to our site is permitted on a temporary basis. We do not guarantee that our site, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of our site for business and operational reasons.

You are also responsible for ensuring that all persons who access our site through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

Accessing our site

If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any third party. We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our opinion you have failed to comply with any of the provisions of these terms of use.

If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us at info-us@lqt.com.

Information on our site

The information contained in this website should not be regarded as advice or an offer, invitation or solicitation to enter into any financial obligation, activity or promotion of any kind as defined by the Financial Services and Markets Act 2000. The provision of any investment services and products, whether or not mentioned in this website, may not always be suitable for an investor, and we recommend that any potential investor consults a financial adviser before entering into any investment contract. Investors should be aware that past performance is not an indication of future performance, the value of investments and the income derived from them may fluctuate and you may not receive back the amount you originally invested.

The content on our site is provided without any representations, guarantees, conditions or warranties as to its accuracy or completeness or as to whether it is up to date.

Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them. We have no control over the contents of those sites or resources and accept no responsibility for them or for any loss or damage that may arise from your use of them.

Intellectual property rights

We are the owner or the licensee of all intellectual property rights in our site and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

The intellectual property rights in all elements of our customer portal, including software, databases, data and other information viewed, used or accessed through the customer portal, shall remain vested in us and/or our licensors, and you will not acquire or retain any proprietary right, interest or title in such elements.

You may print off one copy, and may download extracts, of any page(s) from our site for your personal reference and you may draw the attention of others within your organisation to material posted on our site.

You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

Our status (and that of any identified contributors) as the authors of material on our site must always be acknowledged. You must not use any part of the materials on our site for commercial purposes without obtaining a licence to do so from us or our licensors.

If you print off, copy or download any part of our site in breach of these terms of use, your right to use our site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

Our responsibility for loss or damage suffered by you

We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.

Our limitation of liability under these terms does not affect our duty or liability to you which we have under the Financial Services and Markets Act 2000 or under the regulatory system.

Please also see the LGT Wealth Management US Limited terms and conditions which set out our limitation of liability for any services we may provide to you.

If you are a business user of our site:

We exclude all conditions, warranties, representations or other terms that may apply to our site or any content on it or to our customer portal (whether express or implied) including but not limited to, to the maximum extent permitted by law, any implied warranties of satisfactory quality, fitness for a particular purpose, non-infringement, compatibility, security and accuracy.

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, our site; or
- use of or reliance on any content displayed on our site.

In particular, we will not be liable for:

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

If you are a consumer user:

Please note that we only provide our site to you for domestic and private use. You agree not to use our site for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

Viruses, hacking and other offences

We do not guarantee that our site will be secure or free from bugs or viruses.

You are responsible for configuring your information technology, computer program and platform to access our site. You should use your own virus protection software.

You acknowledge that you are responsible for keeping any device on which you access our site secure, and that you must close access to our site when you are not using it.

You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to our site, the server on which our site is stored or any server, computer or database connected to our site and you must not attack our site via a denial-of-service attack or a distributed denial-of service attack. You may commit a criminal offence under the Computer Misuse Act 1990 if you do so.

We will report any such offence 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 an offence, your right to use our site will cease immediately.

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 our site or to your downloading of any material posted on it, or on any site linked to it.

Linking to our site

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it in any way whatsoever, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

You must not establish a link from any site that is not owned by you.

Our site must not be framed on any other site, nor may you create a link to any part of our site other than the home page. We reserve the right to withdraw linking permission without notice.

Jurisdiction and applicable law

If you are a consumer, please note that these terms of use, their subject matter and their formation, are governed by English law. You and we both agree that the courts of England and Wales will have exclusive jurisdiction except that if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are resident of Scotland, you may also bring proceedings in Scotland.

If you are a business, these terms of use, 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.

Entire agreement

These terms of use and any document expressly referred to in them constitute the whole agreement between us and supersede all previous discussions, correspondence, negotiations, previous arrangement, understanding or agreement between us relating to the use of our site.