

## Terms of use

### Access to the LGT FINet

By using the links

- [www.lgt.li/de/finet/](http://www.lgt.li/de/finet/);
- [www.lgt.li/en/finet/](http://www.lgt.li/en/finet/);
- [www.lgt.ch/de/finet/](http://www.lgt.ch/de/finet/);
- [www.lgt.ch/en/finet/](http://www.lgt.ch/en/finet/)

and LGT FINet, you acknowledge the legally binding effect of the following terms of use (hereinafter referred to as the "Terms of Use"). The user expressly acknowledges that reading and accepting these Terms of Use and the opportunity to use the LGT FINet and the information offering described below does not result in any banking relationship with LGT.

### General information on and terms for the use of the LGT FINet

The user acknowledges the following general information on and terms for the use of the LGT FINet.

#### 1. Information offering

- 1.1 The information, documents and publications provided by LGT (hereinafter collectively referred to as the "Information") are for information purposes only and are not intended as an offer, solicitation of an offer, public advertisement, (investment) advice. They are neither decision support nor are they a recommendation to buy or sell any investment or other specific products or an advertisement for products or services.
- 1.2 LGT cannot provide any undertaking or guarantee that the Information is accurate, complete or up to date, and LGT cannot accept any liability of any kind for its contents.
- 1.3 The Information provided is not intended for persons who are subject to a legal order that prohibits the distribution of the relevant Information or makes its distribution contingent upon an approval. Any person coming into possession of this Information shall therefore be obligated to find out about any restrictions that may apply and to comply with them. When using the LGT FINet in another country, the user shall also comply with any local restrictions. The user is obligated to obtain information about the relevant applicable (foreign) laws and regulations and to comply with them. LGT cannot accept any liability for such breaches of obligations by the user.
- 1.4 LGT is also not obligated to provide the user with any Information of any kind at any time.
- 1.5 All rights, title and claims to the Information provided are and shall remain owned by LGT or the holder of the right in question. The Information is for personal use only and must not be disclosed to third parties.

#### 2. Proof of identity and due diligence obligations of the user

- 2.1 The user expressly declares that he consents to being identified exclusively by proving his own identity in accordance with the following provisions. Every user who correctly proves his identity shall be given access to the LGT FINet and LGT shall deem him to be a user who is authorized to use the LGT FINet.
- 2.2 Any person who proves his identity by entering the identification data specified by LGT (e.g. user ID, password; hereinafter referred to as the "Identification Data") shall be given access to the LGT FINet. LGT may specify other Identification Data it recognizes.
- 2.3 The Identification Data given to the user by LGT may only be used as intended and remains owned by LGT. On LGT's request, the user shall return the Identification Data immediately and/or no longer use it. The user is obligated to keep the Identification Data strictly confidential and protect it from abuse by unauthorized parties. LGT expressly disclaims all liability.
- 2.4 The user acknowledges that the Identification Data is for his personal use only. It must not be disclosed to third parties. Any loss of Identification Data must be reported to LGT immediately.

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#### **3. Blocking and cancelation of the LGT FINet**

LGT is entitled to restrict, block or immediately cancel users' access at any time, at its own discretion and without giving a reason or advance notice. The user acknowledges that he has no right to unblocking and/or access to LGT FINet.

#### **4. Security**

The user acknowledges that there may be increased risks associated with the use, specifically of the Internet. When using the Internet, there is a particular risk of viruses or third parties penetrating the user's (mobile) device and spreading without permission. The user must reduce security risks arising from the use of public networks and/or a (mobile) device by taking suitable measures. The user is obligated to obtain information about possible security measures and take suitable security precautions in accordance with the state of the art. Using the latest browser versions and anti-virus software is recommended. LGT expressly disclaims all liability.

#### **5. Scope of use**

- 5.1 The user acknowledges that the LGT FINet is intended for personal use only. The user is prohibited from disclosing the information that can be accessed in the LGT FINet and from offering this information to third parties. The user is responsible for his own use of the LGT FINet.
- 5.2 All rights, title and claims to the LGT FINet and the Information it contains are owned by LGT or the holder of the right in question. The proprietary, patent, ownership or other protective rights of LGT or third parties must be protected by the user.

#### **6. Data protection**

- 6.1 Processing of personal data is necessary for the use of the LGT FINet. The user acknowledges and accepts that LGT processes personal data and may make personal data available within LGT or within LGT Group, for example in connection with marketing activities such as organizing and hosting events. Personal data is all items of information relating to a person who has been or can be identified from the data. The following access data may also be stored when the user uses the LGT FINet: log files, IP address, date and time of access, name of the file retrieved, access status, page from which access is gained, top-level domain, web browser used, operating system used. LGT may use this data, specifically for statistical purposes, for technical analysis, to improve the server infrastructure, to ascertain the number of accesses and in order to draw conclusions about improving the user-friendliness and functionality.
- 6.2 The systems required to process personal data are located in Liechtenstein and in Switzerland. The user's data is protected against unauthorized access and kept for as long as is required by the intended purpose or by law. Furthermore, the data will not be disclosed to third parties outside LGT Group unless the user gives his express consent or LGT is legally obligated to disclose the data (e.g. to governmental agencies, authorities or courts in Liechtenstein and abroad).
- 6.3 Irrespective of the measures taken by LGT to protect the data, the user acknowledges that data transfer over the Internet is uncontrolled and across borders. Even if the sender and recipient are in the same country, data may be transferred across borders. Therefore, LGT cannot guarantee that data transferred over the Internet will be treated confidentially. LGT thus cannot accept responsibility for the security of data during transfer over the Internet (e.g. against access by third parties) and rejects all liability for direct and indirect damage or loss.

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#### **7. Recording of conversations**

LGT has the right to record telephone conversations with various departments on recording devices and use them as evidence.

#### **8. Liability**

- 8.1 LGT expressly disclaims all liability for direct or indirect damage or loss, liability or other claims, costs or consequential damage or loss caused by the use of the Information and/or the use of the LGT FINet and/or the information offering. This also applies to liability as a result of negligence, even if LGT was informed about the possibility of such consequences.
- 8.2 The user is fully and exclusively liable for all damage or loss of any kind suffered by LGT as a result of the user's abuse of the Information and/or use of the LGT FINet and/or the information offering.
- 8.3 LGT cannot guarantee that the LGT FINet will run without any errors or that the Information or information offering will be updated on an ongoing basis and rejects all liability.

#### **9. Fees**

LGT reserves the right to charge fees in connection with the use of the LGT FINet at any time and to adjust them in line with the relevant market conditions. LGT shall inform the user in a suitable manner if fees are introduced or changed.

#### **10. Amendments to this agreement**

LGT is entitled to unilaterally amend or supplement the provisions of the Terms of Use at any time or to partially or entirely remove Information. LGT is entitled to make these amendments without informing the user or giving notice. LGT is also not obligated to delete out-of-date Information or to expressly indicate it as such.

#### **11. Severability clause**

Should one or more provisions of these Terms of Use be invalid, unlawful or ineffective, the Terms of Use as a whole shall remain binding.

#### **12. Place of jurisdiction and applicable law**

The place of jurisdiction shall be determined in accordance with the imperative legal provisions. Insofar as these provisions are not applied, Vaduz shall be the exclusive place of jurisdiction for access to the LGT FINet and the use of the LGT FINet and the Information. Vaduz shall also be the place of performance. However, LGT also has the right to take legal action against the user before the courts of his domicile or before any other competent court. This legal relationship shall be governed exclusively by Liechtenstein law.