



# HOTTINGER

## WEBSITE TERMS OF USE

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING THIS SITE AS THEY SET OUT THE TERMS ON WHICH YOU MAY USE THE SITE

### 1. WHO WE ARE

[www.hottinger.co.uk](http://www.hottinger.co.uk) or [www.hottinger.ie](http://www.hottinger.ie) ("our site") is a site operated by Hottinger Private Office ("We"). Hottinger Private Office Limited is a company registered in England and Wales with Reg. No. 07078765. The company is authorised and regulated by the Financial Conduct Authority, Reg. No. 521246

### 2. TERMS OF WEBSITE USE

This document (together with the documents referred to in it) (the "Terms of Use") inform you of the terms on which you may make use of our site, whether as a guest or as a registered user. Use of our site includes accessing, browsing, or registering to use our site. Please read these Terms of Use carefully before you start to use our site, as these will apply to your use of our site. We recommend that you print a copy of this for future reference. By using our site, you confirm that you accept these terms of use and that you agree to comply with them. If you do not agree to these terms of use, you must not use our site.

### 3. WHO OUR SITE IS DIRECTED AT

The information given and services referred to on our site are directed at residents of countries where companies in the Hottinger Group may lawfully conduct business. This site is not aimed at any other country or area and if you choose to access our site from outside the areas listed above you do so at your own risk. The content of this site has been approved for countries of the EEA by Hottinger Private Office and Hottinger Investment Management Limited, authorised and regulated by the UK Financial Conduct Authority. Our site is not directed at any person in any jurisdiction where (by

reason of that person's nationality, residence or otherwise) the publication or availability of our site is prohibited. Persons in respect of whom such prohibitions apply must not access our site.

#### 4. OTHER APPLICABLE TERMS

These Terms of Use refer to the following additional terms, which also apply to your use of our site:

- ✓ The [Disclaimer](#) which sets out the extent of our liability to you. In the event of any conflict or inconsistency between these Terms of Use and the Disclaimer, the terms of the Disclaimer will prevail over these Terms of Use;
- ✓ The [Privacy Statement](#) which sets out the terms by 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 warrant that all data provided by you is accurate;
- ✓ The [Cookie Policy](#) which sets out information about the cookies on our site; and
- ✓ The [Acceptable Use Policy](#) which outlines what is and is not acceptable regarding usage of our site.

#### 5. WE MAY MAKE CHANGES TO THESE TERMS

We may revise these Terms of Use at any time by amending this page without notifying you. By continuing to use and access our site you agree to be bound by any variation made by us. You are expected to check this page from time to time to take notice of any changes we have made, as they are binding on you. Some of the provisions contained in these Terms of Use may also be superseded by provisions or notices published elsewhere on our site.

#### 6. WE MAY MAKE CHANGES TO OUR SITE

We may, at any time, update and change our site from time to time to reflect changes to our products, our users' needs and our business priorities. We shall not be liable to you or to any third party for any such modification of our site. Furthermore, we accept no liability in respect of losses or damages arising out of changes made to the content of our site by unauthorised third parties.

#### 7. WE MAY SUSPEND OR WITHDRAW OUR SITE

Our site is made available free of charge.

We do not guarantee that our site, or any content on it, will always be available or be uninterrupted. We may, at any time, suspend, withdraw, discontinue or restrict the availability of all or any part of our site for business and operational reasons. We shall not be liable to you or to any third party for any such modification, suspension or discontinuance of our site.

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.

## 8. DO NOT RELY ON INFORMATION ON THIS SITE

The content on our site is provided “as is” and has been compiled in good faith, to provide general information only about our products and services. It is not intended to amount to financial, investment, legal or other advice and is not to be relied on in making any financial, investment or other decision. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our site.

We do not represent, warrant or promise (whether express or implied) that any information on our site is or remains accurate, complete and up to date, or fit or suitable for any purpose. We therefore disclaim all liability and responsibility arising from reliance placed on any such materials by any visitor to our site, or by anyone who may be informed of its contents.

## 9. YOU MUST KEEP YOUR ACCOUNT DETAILS SAFE

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. You must not disclose it to any third party. You are responsible for all activities that occur using your account. You should take all necessary steps to ensure that your username and password are kept secret and secure and should change your password by using the appropriate function within our site.

You must ensure that the details you provide us with are correct, complete and not inappropriate in any way. You must not impersonate any other person or entity or use a false name or a name that you are not authorised to use. You agree to inform us immediately of any changes to the information that you provided when registering. You can access and update the information you provide to us within the appropriate area of our site.

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 reasonable 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@hottinger.co.uk](mailto:info@hottinger.co.uk).

## 10. WE ARE NOT RESPONSIBLE FOR WEBSITES WE LINK TO

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. You use such links entirely at your own risk and we accept no responsibility or liability for the content, use, or availability of such websites or for any loss or damage, however arising, as a result of their use.

## 11. RULES ABOUT 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.

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 to our site in any website 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.

The website in which you are linking must comply in all respects with the content standards set out in our [Acceptable Use Policy](#)

If you wish to link to or make any use of content on our site other than that set out above, please contact [info@hottinger.co.uk](mailto:info@hottinger.co.uk)

## 12. HOW YOU MAY USE MATERIAL ON OUR SITE

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. Our site is for your personal and non-commercial use. You must not modify, copy, distribute, transmit, revise, perform, reproduce, publish, license, deep-link, create derivative works from, transfer, or sell any information or content obtained from any part of the materials on our site without obtaining a licence to do so from us or our licensors.

You may print off one copy, and may download extracts, of any page(s) from our site for your personal use and you may draw the attention of others within your organisation to content 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 content on our site must always be acknowledged.

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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.

## 13. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

### **Whether you are a consumer or a business user:**

- ✓ 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.
- ✓ There is no exclusion of duties or liabilities under the Financial Services and Markets Act 2000, or any conduct of business rules which we are bound to comply with.

**If you are a business user:**

- ✓ We exclude all implied conditions, warranties, representations or other terms that may apply to our site or any content on it.
- ✓ 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 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.

**14. YOUR RESPONSIBILITY TO US**

If you are in breach of any of these Terms of Use, you agree to indemnify and hold us harmless in respect of any costs, expenses, claims, proceedings, actions, losses, damages or liabilities incurred by us in relation to or arising from such a breach. This means you will be responsible for any loss or damage we suffer as a result of your breach of these Terms of Use.

**15. WE ARE NOT RESPONSIBLE FOR VIRUSES AND YOU MUST NOT INTRODUCE THEM**

You access our site and download material from it at your own risk and 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.

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

You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other material that 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. You must not attack our site via a denial-of-service attack or a distributed denial- of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach 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 a breach, your right to use our site will cease immediately.

#### 16. NO OFFER

Nothing on our site should be construed as a solicitation or offer, or recommendation, to buy or sell securities or any other investment or banking product, or to provide any investment advice or service.

#### 17. JURISDICTION AND GOVERNING 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.

#### 18. YOUR CONCERNS

To contact us about any concerns you may have, please email [info@hottinger.co.uk](mailto:info@hottinger.co.uk) or telephone our customer service line on +44 207 227 3400.