

## Website terms of use

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### Important information

By using or accessing any part of our website, you agree to be legally bound by the terms and conditions set out below. If you do not wish to be bound by these terms and conditions, please do not use or access our website.

Where necessary, we may amend these terms and conditions from time to time without your consent (to respond to changes in general law or regulatory requirements, to reflect new industry guidance and codes of practice which raise standards of consumer protection or to proportionately reflect a legitimate cost increase in connection with providing the service), and where this is the case we will do so by replacing these terms and conditions with an amended version here. We therefore recommend that you check periodically to ensure that you agree to any changes we make.

### 1 Regulatory information

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- i For the purposes of our website and these terms and conditions, any reference to Premier Miton means Premier Asset Management Limited, Premier Fund Managers Limited and/or Premier Portfolio Managers Limited.
- ii Premier Fund Managers Limited and Premier Portfolio Managers Limited are each authorised and regulated by the Financial Conduct Authority of 12 Endeavour Square, London E20 1JN and are each members of the Premier Miton and Premier Miton Investors marketing groups.
- iii Premier Fund Managers Limited and Premier Portfolio Managers Limited are both ISA managers. Premier Portfolio Managers Limited is also a unit trust manager and an Authorised Corporate Director.
- iv The registered office of each of Premier Asset Management Limited, Premier Fund Managers Limited and Premier Portfolio Managers Limited is Eastgate Court, High Street, Guildford, Surrey GU1 3DE.
- v The registered number of Premier Asset Management Limited is 03104343.  
The registered number of Premier Fund Managers Limited is 2274227.  
The registered number of Premier Portfolio Managers Limited is 1235867.

### 2 Products and availability in certain jurisdictions

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- i Our website does not constitute a distribution or an offer or solicitation to sell shares or units in any of the Premier funds or to provide products or services in any jurisdiction in which such distribution, offer or solicitation, or provision of products or services would be contrary to local law or regulations. Accordingly, persons who are not resident in the UK or who are nominees of or trustees for citizens, residents or nationals of other countries and who access our website are required to inform themselves of and to comply with any such laws or regulations.
- ii All our products and services are subject to improvement and change without notice to you. You agree that we shall not be liable to you or to any third party for any amendment, modification, suspension or discontinuance of any products or services described on our website.

### 3 Reliance on information posted

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- i Commentary and other materials posted on our site are not intended to amount to advice on which reliance should be placed. We therefore disclaim all liability and responsibility arising from any reliance placed on such materials by any visitor to our site, or by anyone who may be informed of any of its contents.
- ii Investment information on our website may not be suitable for all investors. If you are unclear about any of the information contained on our website, please contact an independent financial adviser before making any investment or financial decision.
- iii Premier Miton does not give investment advice based on individual circumstances. If you wish to seek advice, please contact an independent financial adviser.



## 4 Accuracy and availability of website

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- i While considerable care has been taken to ensure that the information contained on our website is accurate and up-to-date, no representation or warranty is given as to the reliability, accuracy or completeness of any information and no liability is accepted for any errors or omissions in such information.
- ii We do not accept liability for any damage or loss, including loss of profit whether direct, indirect or consequential in respect of the use of our website or its content. However, we do not exclude or restrict any liability that we may have under the Financial Services and Markets Act 2000 and the Financial Services Act 2012, and any subsequent legislation.
- iii We cannot guarantee that our website will operate continuously or without interruptions, and can accept no liability for its unavailability. Access to our website may be interrupted or restricted for maintenance or repairs or to introduce new facilities, products, functionality or services. We cannot be held responsible for any disruptions inherent in the operation of the Internet and the World Wide Web including viruses beyond our reasonable control, and we exclude all liability for loss thereby caused or contributed to, including loss of profit, and whether direct, indirect or consequential.
- iv The information contained on this website may be changed by Premier Miton at any time without notice.
- v We reserve the right to restrict, suspend or terminate your use of our website at any time, at our absolute discretion.

## 5 Use of our website

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- i You agree that you will only use our website in a way which is consistent with these terms and conditions, and which complies with applicable laws and regulations. In particular, you agree that you will not use our website to send or upload any material containing software, viruses or other codes, programs or files designed to interrupt, destroy, damage or limit the functionality of any computer software, hardware or telecommunications equipment or in any other manner which would interfere with or disrupt our website.

## 6 Intellectual property rights

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- i 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.
- ii You may download materials and information from our website to a single personal computer and/or print a hard copy of the materials on our website in order to help you decide whether to invest in a Premier Miton fund or to take advice from an independent financial adviser. Except for this limited licence, you may not copy, reproduce, re-publish, upload, post, transmit or distribute any material on this website in any way. Doing so could constitute an infringement of Premier Miton's and/or third party copyright and other intellectual property rights.
- iii 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.
- iv 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.

## 7 Your information

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- i Any personal information that we collect from users of our website is handled in accordance with our data privacy policy.
- ii We may use cookies to collect information about how you use our site. Please see our cookies policy for further information.

## 8 Links to other websites

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- i We make no representations, do not endorse and accept no responsibility or liability for the content or use of any website not operated by Premier Miton that you may access through our website or visit by following a link from this website. The content, accuracy and opinions expressed in such websites are not checked, analysed, monitored or endorsed by us. Access to any third party website is at your own risk.
- ii No other website, without the prior written permission of Premier Miton, is authorised to link to any part of our website or to place, integrate or display any bar, frame or partial frame or any additional branding or graphic around the view of our website presented to the internet user.



## 8.1 Third Party services

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Discretionary Third Party Service websites are not available through the Premier Miton website and are only accessible through the links below:

[www.premierassetmanagement.co.uk/lighthouse](http://www.premierassetmanagement.co.uk/lighthouse)

[www.premierassetmanagement.co.uk/future](http://www.premierassetmanagement.co.uk/future)

[www.premierassetmanagement.co.uk/LifeStages](http://www.premierassetmanagement.co.uk/LifeStages)

[www.premierassetmanagement.co.uk/Vision/Home](http://www.premierassetmanagement.co.uk/Vision/Home)

## 8.2 Premier Miton's online valuation service

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- i The Premier Funds online valuation service and the Premier Portfolio Management Service online valuation service websites are both owned by Premier Miton but are operated by third parties on Premier Miton's behalf.
- ii Both of our online valuation service websites can be accessed by going to the My Account section of this Premier Miton website. Additional terms and conditions apply to their use.
- iii The Premier Miton Funds online valuation service website is designed exclusively for clients. If you are a Financial Adviser, you should call 0333 456 6363 to register for access to our online valuation service.
- iv Use of the Premier Miton Funds online valuation service website is only available to individuals with investments registered in their own name. If you are an organisation such as a trust or company and require access to the Premier Miton Funds online valuations services, please call 0333 456 6363 to register for access.
- v The websites listed above shall be bound by the terms and conditions binding Premier Miton's own website. Our online valuation services shall also be bound by specific terms and conditions relating to their own use. Your access to a website may also be subject to that website's terms of use. To the extent that any provision of these terms conflict with the website's terms, the terms of that website will prevail over these terms.

## 9 Virus, hacking and other offences

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- i 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. You must not attack our site via a denial-of-service attack or a distributed denial-of service attack.
- ii 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.
- iii 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 website linked to it

## 10 Jurisdiction and applicable law

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- i These terms and conditions, and any and all contracts concluded under them are governed by and shall be construed in accordance with the laws of England and Wales. You agree that any dispute/s arising out of these terms and conditions or otherwise between us shall be subject to the exclusive jurisdiction of the Courts of England and Wales.

## 11 Your concerns

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If you have any concerns about material which appears on our site, please contact: [contactus@premiermiton.com](mailto:contactus@premiermiton.com)

