



NATIONAL INVESTMENT TRUST LIMITED

NIT- Web Portal & Mobile App Terms & Conditions

1. Definitions and Scope

- 1.1.** The "Web Portal" refers to the website that serves as a main entry point for Users to get access to information on National Investment Trust Limited; hereafter mentioned as "Web Portal"
- 1.2.** The "User" refers to the user/client who based on a contract has access to the Web Portal" as mentioned above, for a specific period of time, as stipulated in the user contract.
- 1.3.** The aim of the "Web Portal" is to give the "User" access to National Investment Trust Limited online facilities to improve the communication between the "User" and National Investment Trust Limited thereon to increase the speed and quality of the services offered by National Investment Trust Limited.
- 1.4.** National Investment Trust Limited may modify the "Web Portal" from time to time as it may deem necessary.

- 1.5.** Maximum Sale Limit is not over one million
- 1.6.** 1 Link charges as per management discretion

2. Acceptance

By Accepting these Terms and Conditions you agree to be bound by them without limitation or qualification.

3. License Grant and Right of Access

- 3.1.** Within the frame of its Services, National Investment Trust Limited grants to the "User" an exclusive, non-transferable right to use the "Web Portal" for as long as the "User", with regard to service provisions of the contract.
- 3.2.** The "User" is entitled to use the "Web Portal" as it is provided through publication on the internet solely for the purposes as described under 1.3
- 3.3.** The "User's" right to use the "Web Portal" will automatically cease in the event of a material breach by the "User" of any of its obligations under these Terms and Conditions or of the contract; or termination of the contract
- 3.4.** The "User" may not assign, sub-license or otherwise transfer any rights or obligations in these Terms and Conditions to any other person.

4. No warranty

- 4.1.** National Investment Trust Limited will endeavor to publish accurate information on the "Web Portal" and ensure that the services do not have errors or omissions. However the information published on the "Web Portal" is provided "as is" and without warranties of any kind, either expressed or implied.
- 4.2.** All information is accurate, to our best knowledge and belief at time of transfer, but it does not aim to predict future developments. The information provided is for the agreed purposes only and is not intended as a (legal) recommendation or (legal) advice as to particular transactions, investments or strategies in any way. In no event will National Investment Trust Limited be liable for any direct or indirect, special or consequential damages to the "User" or anyone else for any decision made or taken in reliance on the information provided by the "Web Portal".

5. Obligations of the "User"

- 5.1.** The "User" is fully responsible for all activities that occur in the "Web Portal" under the password(s) provided to it by National Investment Trust Limited. The "User" will ensure that such password(s) are kept confidential, treated in a secured manner and will immediately notify National Investment Trust Limited of any breach of security with respect to such password(s) or to the use of the "Web Portal". The "User" is responsible for ensuring that all persons who access the "Web Portal" by internet connection and/or using the password(s) are aware of these terms and conditions of use and that they comply with them.
- 5.2.** The "User" agrees to use the "Web Portal" only in a lawful manner and further agrees not to cause, or knowingly allow others to cause, any nuisance, annoyance, or inconvenience whether to National Investment Trust Limited or to any of its clients or "User's" of the "Web Portal" by any means, including without limitation by a denial of service attack, knowingly introducing viruses, Trojans, logic bombs or other malicious or harmful material.
- 5.3.** The "User" agrees not to use the "Web Portal" to transmit or post any material which is fraudulent, hateful, sexually or racially or ethnically or otherwise objectionable, defamatory, offensive or obscene or menacing.
- 5.4.** The "User" ensures to use up-to-date virus checking software to prevent the introduction of viruses and other harmful code onto the "Web Portal".

6. Obligations of National Investment Trust Limited

- 6.1.** National Investment Trust Limited shall provide the "User" with a user identification number and a password to use the "Web Portal".
- 6.2.** National Investment Trust Limited takes all reasonable steps to safeguard the security of any information input by the "User" or information used by the "User" in connection with the, Web Portal".
- 6.3.** National Investment Trust Limited shall use its reasonable endeavors to make the "Web Portal" available for the "User". National Investment Trust Limited gives however no guarantee of such availability. In the event that the "Web Portal" would be unavailable National Investment Trust Limited will make all reasonable efforts to recover the Services on shortest notice
- 6.4.** Notwithstanding the provisions of 3.3 above, National Investment Trust Limited may suspend the "Web Portal" at any time at National Investment Trust Limited's sole discretion without liability to the "User". Suspensions will be justified by objective reasons such as maintenance.

7. Intellectual Property Rights

The "User" acknowledges having no right whatsoever with respect to any and all intellectual property rights used or embodied in or in connection with the "Web Portal". National Investment Trust Limited reserves all rights related to the "Web Portal". Nothing in these Terms and Conditions grants the "User" a right or license to use any trademark, design right or copyright owned or controlled by National Investment Trust Limited or any other third party except as expressly provided in these terms.

8. Liability

- 8.1.** National Investment Trust Limited shall in no event be liable to the "User" for any direct or indirect, special or consequential damages, including but not limited to damages resulting from loss of profits or data arising out of the use or inability to use the "Web Portal", the misuse of the password or of any other personal identification data.
- 8.2.** The "User" acknowledges that the "Web Portal" is provided via the internet and that National Investment Trust Limited has no control over and/or the security of the internet. National Investment Trust Limited endeavors to ensure that the services are free from bugs and secure, but National Investment Trust Limited does not assume any liability for timely, trouble-free and uninterrupted access to the internet.
- 8.3.** While National Investment Trust Limited has used its discretion, best judgment and all reasonable efforts in maintaining a virus-free website, it declines any liability for persons, property damage or especially direct, indirect, immediate or subsequent pecuniary loss which may result from transmission or downloading of computer viruses. National Investment Trust Limited cannot be held liable for hardware damage, loss of data, alteration of data, or downtime.

9. Data Protection/Confidentiality

- 9.1.** Both Parties shall use the "Web Portal" in Compliance with the applicable contract provisions related to confidentiality and data protection and the applicable data protection laws.
- 9.2.** The "User" undertakes to treat all information as confidential on the "Web Portal". Further not the processes used, and all related documentation, and to take all necessary actions to ensure that this confidentiality is. Moreover the "User" shall oblige his employees or third parties who are required to have access to such information to the same confidentiality obligation and to observance of applicable data protection obligations. The "User" shall moreover ensure that such obligations shall continue to apply after termination of their working relationship.
- 9.3.** The "User" shall not sell, rent or alter any information/data retrieved from the "Web Portal", whereas transfer, distribution, disclosure and copying is solely admitted for internal use by the "User".
- 9.4.** The "User" shall implement appropriate measures that information/data retrieved from the "Web Portal" is protected against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access in particular where the processing involves transmission of data over a network, and against all other unlawful forms of processing.

10. General

10.1. Definitions

"Web Portal" Terms and Conditions shall have the meaning ascribed to them in the contract entered into between the "User" and National Investment Trust Limited or as set out in these Conditions:

"Acceptance" means your acceptance of the "Web Portal" Terms and Conditions by your click-through of the acceptance screen.

10.2. Severability Clause

If any article, section or provision of these Conditions is found to be invalid, the remainder of them shall continue in full force and effect. Any Conditions which are null or void are in this case to be understood such that their intended purpose is still fulfilled as far as possible.

10.3. Law and Jurisdiction

These terms shall be construed, enforced and performed in accordance with the substantive laws as agreed in the contract, without reference to principles of conflicts of laws. The jurisdiction is situated as agreed in the contract.