

ONLINE PORTAL TERMS AND CONDITIONS

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1. About Our Terms

- 1.1. These Terms and Conditions ("**Terms**") explain how you may use our online portal [Trident Trust - Private Client Portal](#) (including any part of it) (the "**Portal**"). You should read these Terms carefully before using the Portal.

2. Who We Are

- 2.1. We are the Trident Trust Group with offices in many jurisdictions worldwide, as set out at [Entities & Regulators](#).
- 2.2. These Terms apply as between (1) you and (2) all members of the Trident Trust Group (referred to collectively as "**Trident Trust**", "**we**", "**our**" and "**us**"). We can provide further company details on request.

3. Acceptance of Our Terms

- 3.1. By accessing or using the Portal or by registering for an account to use the Portal, or otherwise indicating your consent, you agree to be bound:
 - 3.1.1. by these Terms and any documents referred to herein; and
 - 3.1.2. subject to clause 3.2, and to the extent that you are receiving services from us, our Terms of Business. Our Terms of Business are available on our website at [Terms of Business | Legal | Trident Trust](#) (the "**Terms of Business**").
- 3.2. Clause 3.1.2 does not apply if you have already entered into a valid and current contract with us subject to our Terms of Business (or any similar terms) ("**Current Trident Agreement**").
- 3.3. To the extent that the Terms of Business or the Current Trident Agreement could be construed as applying to your use of the Portal, in respect of any inconsistency or conflict between these Terms and the Terms of Business or the Current Trident Agreement, these Terms shall prevail.
- 3.4. If you do not agree with or accept any of these Terms, you should stop using the Portal immediately.
- 3.5. We reserve the right to change or modify all or any part of these Terms at any time, effective immediately and without notice. Should you continue to use the Portal or to access your account following any such changes, you shall be deemed to have accepted such changes. It is your responsibility to check these Terms from time to time to verify such changes.
- 3.6. If you have any questions about the Portal or about your account, please contact us by:
 - 3.6.1. submitting a message through our [Contact](#) page on our website <https://www.tridenttrust.com> (our "**Website**"); or
 - 3.6.2. writing to us or sending us an email to the relevant address set out on our [Locations](#) page.
- 3.7. Please note that additional terms apply to the use of our Website.

4. Using the Portal

- 4.1. We grant you a limited, revocable, non-transferable and non-exclusive right to access and use the Portal and its contents for your personal use only. You are not entitled to copy, distribute, modify, transfer, display, perform, publish, reproduce, license, commercially exploit, or sell any portion of the Portal or any content therein, except as indicated on the Portal, as provided for by these Terms, or with our express written consent. We reserve the right to terminate your right to use the Portal or to block or prevent your future access to the Portal at any time without prior notice to you and at our sole discretion.
- 4.2. The right granted in clause 4.1 does not include the following (which is expressly prohibited): (i) any commercial use of the Portal or its contents; (ii) any use or reproduction of our name, logo or other trade mark; (iii) any derivative use

of the Portal or its contents; (iv) any downloading or copying of information on the portal (excluding copies of your Content (as defined below)) for the benefit of a third party; (v) any use of data mining, web scraping, robots, or similar or related data gathering and extraction tools, each of which is expressly prohibited; or (vi) any use of the Portal for the purposes of developing, training, fine-tuning or validating any AI system or model. Unless otherwise specified, all content and materials published on the Portal are presented solely for your private, personal and non-commercial use.

- 4.3. We seek to make the Portal as accessible as possible. If you have any difficulties using the Portal, please contact us.
- 4.4. We may, without prejudice to any other right or remedy, prevent or suspend your access to the Portal if you do not comply with any part of these Terms, any terms or policies to which they refer or any applicable law.

5. Your Account

- 5.1. In order to access and use the Portal, you must obtain an account with us by completing a registration form and specifying an email address (which will function as your user ID) and password to be associated with that account.
- 5.2. When registering with us, you must:
 - 5.2.1. provide true, current and complete information about yourself on the registration form; and
 - 5.2.2. thereafter maintain and update such information so it continues to be true, current and complete.
- 5.3. You are entirely responsible for all materials and information that you upload, post or otherwise transmit via the Portal (please also see our Acceptable Use policy in clause 9).
- 5.4. Only you may use your account and you are responsible for all aspects of your account. You may not share, loan or transfer your user ID or password. You may not cause or permit any other person or organisation to access your account, except with our prior express written consent.
- 5.5. You understand and agree that we may permit and facilitate access to your account and the information contained on it by our employees, agents or service providers acting on our behalf to provide the Portal for troubleshooting, maintenance and customer service purposes, or otherwise as required by us to provide any services to you (including as set out in the Terms of Business, Current Trident Agreement or any other agreement between you and us), provided always that such individuals who we permit to access your account shall be under a duty to keep your account details, your user ID, password and any other information that they may access in your account confidential and not to use that information for any other purposes.
- 5.6. You understand and agree that we may permit and facilitate access to your account and the information contained on it by other third parties where required by any applicable law, regulation or order.
- 5.7. If you become aware of any unauthorised use of the Portal or your account, or have any questions about your account, please contact us using the details set out in clause 3.6.

6. Your Privacy and Personal Data

- 6.1. Your privacy and personal data are important to us. Any personal data that you provide to us or that we otherwise process in connection with the Portal will be dealt with in accordance with our privacy policy, which explains what personal data we collect from you, how and why we collect, store, use and share such personal data, your rights in relation to your personal data and how to contact us and supervisory authorities in the event you have a query or complaint about the use of your personal data. Our privacy policy is available [here](#).
- 6.2. We use cookies to enhance your experience on the Portal. Cookies are small text files that are stored on your device when you visit the Portal. They help us understand how you interact with the Portal, remember your preferences, and

improve our services. For more information, please refer to our Privacy Policy and our Cookie Declaration which is available [here](#).

7. Content

- 7.1. You own all the materials that you upload and store on your Portal account ("Content").
- 7.2. We do not control, verify, or endorse the Content that you or others put on the Portal.
- 7.3. You agree that you are responsible for:
 - 7.3.1. all Content in your account and that you share through the Portal; and
 - 7.3.2. making sure that you have all the rights you need in relation to the Content, including as necessary to upload and make such Content available to us (including for the purposes of us providing any service to you).
- 7.4. By storing, using or transmitting Content you confirm that you will not violate any law or these Terms (please also see the Acceptable Use policy in clause 9).
- 7.5. You agree that when you share your Content, you may be allowing other people to access and use your Content in any way without further restriction or compensation to you.
- 7.6. You agree to provide us (as well as agents or service providers acting on our behalf to provide the Portal) the right to transmit, process, use and disclose Content and other information which we may obtain as part of your use of the Portal but only:
 - 7.6.1. to provide any services to you (including as contemplated in any agreement between you and us (including any Current Trident Agreement or the Terms of Business));
 - 7.6.2. as necessary for us to provide the Portal and to facilitate your use of the Portal and your account;
 - 7.6.3. as otherwise permitted by these Terms;
 - 7.6.4. as otherwise required by law, regulation or order; and/or
 - 7.6.5. to respond to an emergency.

8. Content Storage

- 8.1. By using and accessing the Portal or by creating an account with us, you understand and agree to the storage of Content and any other personal data on our and any third party servers. Please note that these servers may be located at various locations internationally, including in the United States, the UK, EEA, or any of the locations in which Trident Trust Group is located or stores data.

9. Acceptable Use

- 9.1. You must not:
 - 9.1.1. misuse the Portal by introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful, or otherwise damage, disable, overburden, impair or harmfully interact with the Portal or any part of it, or use or attempt the Portal to harm others;
 - 9.1.2. attempt to gain unauthorised access to the Portal, the server on which the Portal or any content belonging to any user of the Portal is stored, any server, computer or database connected to the Portal or any other equipment or network connected with the Portal;
 - 9.1.3. interfere with, damage or disrupt any software used in the provision of the Portal or any equipment or network or software owned or used by any third party on which the Portal relies in any way;

- 9.1.4. use or attempt to use any automated process (such as a bot) to use or access the Portal;
 - 9.1.5. use the Portal beyond the features allocation and Content storage allocation provided by us for your account and for your use of the Portal;
 - 9.1.6. attack the Portal via a denial-of-service attack or a distributed denial-of-service attack.
- 9.2. You must not use the Portal:
- 9.2.1. in any way that breaches, or which would cause us to be in breach of, any local, national or international law or regulation;
 - 9.2.2. in any way that is unlawful or fraudulent or has any unlawful or fraudulent purpose or effect;
 - 9.2.3. to communicate or transmit any message or material which is, or might reasonably be considered to be, defamatory, harassing, libelous, threatening, obscene, or unlawfully discriminatory;
 - 9.2.4. in any way which would or might violate or infringe upon the intellectual property rights or the privacy or publicity rights of any person or entity;
 - 9.2.5. to share, upload, or generate content that is illegal, encourages criminal activity, or is likely to deceive, threaten, or invade the privacy of others.
- 9.3. We reserve the right to block or otherwise prevent delivery of any type of file, email or other communication to or from the Portal or your account.
- 9.4. You agree that if you learn of any unauthorised or unacceptable use of any account, Content or the Portal, you will promptly contact us and take all reasonable steps to cooperate with us and to assist in the termination of such use.

10. Ownership, Use and Intellectual Property Rights

- 10.1. The Portal and all intellectual property rights in it including but not limited to its contents (but not including the Content) are owned by us or have been licensed to us for use on our Portal. Intellectual property rights means rights such as: copyright, trade marks, trade dress, domain names, design rights, database rights, patents and all other intellectual property rights of any kind whether or not they are registered or unregistered (anywhere in the world). We and our licensors reserve all of our rights in any intellectual property in connection with these Terms.
- 10.2. Nothing in these Terms grants you any legal rights in the Portal other than as necessary to enable you to access the Portal and your account. You agree not to adjust or try to circumvent or delete any notices contained on the Portal (including any intellectual property notices) and in particular in any digital rights or other security technology embedded or contained within the Portal. Mirroring or linking to the Portal is not permitted.

11. Suspension and Termination of Access To and Use of the Portal

- 11.1. We reserve the right to suspend or terminate your access to the Portal or to your account at any time in our sole discretion, or to remove, disable, or prevent access to any Content by you and any other person with whom you have shared access to that Content, if:
- 11.1.1. You are in breach of these Terms; or
 - 11.1.2. Your use of the Portal or your account could cause a risk of harm or loss to us or to other users of the Portal or other account holders.
- 11.2. When reasonable and as permitted by law, we will provide you reasonable advance notice of any suspension or termination that we intend to impose under this clause 11, as well as an opportunity to correct any actions that led to our decision. We will not be able to provide this advance notice if you are in material breach of these Terms, or if such notice would lead to civil or criminal liability for us, or if providing notice would compromise our ability to provide the Portal to our other users.

11.3. We further reserve the right to make a determination that we do not want to continue offering you access to the Portal or to your account at any time for any or no reason.

11.4. You understand and agree that if your account is suspended or terminated, you may no longer have access to the Content that is stored on the Portal.

12. Updates to the Portal

12.1. We may deploy changes, updates or enhancements to the Portal or modifications to our default settings at any time. We may also add or remove functionalities or features, or we may suspend or terminate the Portal altogether.

13. Security

13.1. While we try to make sure that the Portal is secure, we cannot guarantee the security of any information that you supply to us over the internet and therefore we cannot guarantee that it will be kept secure and confidential.

14. Accuracy of Information and Availability of the Portal

14.1. While we try to make sure that the Portal is accurate, up-to-date and free from viruses or malicious software, we cannot promise that it will and **TO THE MAXIMUM EXTENT PERMITTED BY LAW WE MAKE THE PORTAL AVAILABLE "AS IS"**. Furthermore, we cannot promise that the Portal will be fit or suitable for any purpose.

14.2. Any reliance that you may place on the contents of the Portal is at your own risk and we make no representations or warranties of any kind, express or implied, about the completeness, accuracy, reliability, suitability or availability with respect to the Portal or its contents. **TO THE EXTENT PERMISSIBLE UNDER APPLICABLE LAWS, WE EXCLUDE ANY IMPLIED REPRESENTATIONS OR WARRANTIES.**

14.3. We may suspend or terminate operation of the Portal at any time as we see fit.

14.4. Except to the extent explicitly provided in any written agreement between you and us, in no event shall any information or representations presented on the Portal be deemed or construed to form part of any agreement between you and us.

14.5. While we try to make sure that the Portal is available for your use, we do not promise that the Portal shall be available at all times, nor do we promise the uninterrupted use by you of the Portal.

15. Hyperlinks and Third Party Sites

15.1. The Portal may contain hyperlinks or references to third party websites other than the Portal or our website. Any such hyperlinks or references are provided for your convenience only. We have no control over third party websites and accept no legal responsibility for any content, material or information contained in them. The display of any hyperlink and reference to any third-party website does not mean that we endorse that third party's website, products or services. Your use of a third-party website may be governed by the terms and conditions of that third party website and is at your own risk.

16. Limitation on Our Liability

16.1. 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.

16.2. WE EXCLUDE ALL IMPLIED CONDITIONS, WARRANTIES, REPRESENTATIONS OR OTHER TERMS THAT MAY APPLY TO THE PORTAL OR ANY CONTENT ON IT.

16.3. 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:

16.3.1. USE OF, OR INABILITY TO USE, THE PORTAL; OR

16.3.2. USE OF OR RELIANCE ON ANY CONTENT DISPLAYED ON THE PORTAL.

16.4. IN PARTICULAR, WE WILL NOT BE LIABLE FOR:

16.4.1. LOSS OF PROFITS, SALES, BUSINESS, OR REVENUE;

16.4.2. BUSINESS INTERRUPTION;

16.4.3. LOSS OF ANTICIPATED SAVINGS OR WASTED EXPENDITURE;

16.4.4. LOSS OF BUSINESS OPPORTUNITY, GOODWILL OR REPUTATION; OR

16.4.5. ANY INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE.

16.5. SUBJECT TO CLAUSES 16.1 TO 16.4, OUR TOTAL AGGREGATE LIABILITY TO YOU FOR ANY LOSS OR DAMAGE IN RELATION TO OR CONNECTED WITH THE PORTAL SHALL BE LIMITED TO £50.

16.6. THE EXCLUSIONS AND LIMITATIONS OF LIABILITY IN THIS CLAUSE 16 APPLY TO THE EXCLUSION OF, AND EXPRESSLY OVERRIDE, ANY OTHER PROVISION IN THE TERMS OF BUSINESS OR ANY CURRENT TRIDENT AGREEMENT ("AGREEMENT LIABILITY TERMS"). IN NO EVENT SHALL OUR LIABILITY TO YOU IN RESPECT OF, OR IN CONNECTION TO, YOUR USE OF THE PORTAL (EVEN WHERE SUCH USE IS INCIDENTAL TO OR REQUIRED AS PART OF THE SERVICES WE MAY PROVIDE TO YOU) BE ASSESSED ON THE AGREEMENT LIABILITY TERMS.

17. Indemnification

17.1. You agree to defend, indemnify and hold us harmless from all claims, demands, losses, liabilities, costs, expenses, obligations and damages including reasonable legal fees arising out of or in connection with: (i) your use of the Portal; (ii) your breach of any of these Terms; or (iii) your breach of any laws or rights of a third party.

18. Events Beyond Our Control

18.1. We shall have no liability to you for any breach of these Terms caused by any event or circumstance beyond our reasonable control including, but not limited to, government action, computer viruses, acts of terrorism, strikes, lock-outs or other industrial disputes; breakdown of systems or network access; or flood, fire, explosion or accident.

19. Severance

19.1. If any provision of these Terms is found to be illegal, invalid or unenforceable, such provision shall be deemed modified to the minimum extent necessary to make it valid, legal or enforceable.

19.2. If such modification is not possible, the relevant term shall, insofar as it is severable from the remaining terms, be deemed deleted from these Terms.

19.3. Any modification or deletion under this clause 19 shall in no way affect the legality, validity or enforceability of the remaining provisions of these Terms.

20. Rights of Third Parties

20.1. No one other than us or you (being the parties to these Terms) shall have any right to enforce any of these Terms and nothing in these Terms shall give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any provision of these Terms.

21. Waiver

21.1. Any failure or delay by us to enforce or exercise at any time or for any period of time any provision of, or any right pursuant to, these Terms or by law does not constitute, and shall not be construed as, a waiver of such term or right and shall in no way affect our right later to enforce or to exercise it or any other term or right.

22. Assignment

22.1. We may assign or subcontract any or all of our rights and obligations under these Terms.

23. Disputes and Governing Law

23.1. We will try to resolve any disputes with you quickly and efficiently. If you are unhappy with us, please contact us as soon as possible using the contact details set out at clause 3.6.

23.2. If you and we cannot resolve a dispute using our complaint handling procedure, we will let you know that we cannot settle the dispute with you.

23.3. Any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these Terms, their subject matter or formation shall be subject to the exclusive jurisdiction of the courts of England and Wales.

23.4. These Terms and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these Terms, their subject matter or formation are governed by and construed in accordance with the laws of England and Wales.