



Website Terms and Conditions

NBHM Markets EU Limited (NBHM) is pleased to provide you with information, content, tools, products and services on the NBHM Sites. These terms and conditions govern important disclosures and information related to the NBHM Sites and NBHM products and services. Your use of the NBHM Sites or services provided by NBHM is subject to these terms and conditions. These terms and conditions are a binding agreement between you and NBHM. Your use of the NBHM Sites constitutes your acceptance of these terms and conditions and other legal statements contained on the NBHM Sites. Your use of the NBHM Sites is governed by the version of the terms and conditions in effect as on the date, you access the NBHM Sites.

The Company is operating under Directive 2014/65/EU of the European Parliament and of the Council of 15 May 2014 on Markets in financial instruments and amending Directive 2002/92/EC and Directive 2011/61/EU (the “Markets in Financial Instruments Directive 2014/65/EU” or “MiFID II”) and amending Directive 2002/92/EC and Directive 2011/61/EU, as last amended by Directive (EU) 2016/1034 of the European Parliament and of the Council, of 23 June 2016 and under Regulation (EU) No 600/2014 of the European Parliament and the Council of 15 May 2014 on markets in financial instruments and amending Regulation (EU) No 648/2012 (the “MiFIR”) which was implemented in Cyprus by the Investment Services and Activities and Regulated Markets Law of 2017 (Law 87(I)/2017), which provide for the provision of Investment Services, the exercise of Investment Activities, the operation of Regulated Markets and other related matters (the “Investment Services and Regulated Markets Law”), as the same may be modified and amended from time to time.”

NBHM may modify these terms and conditions at any time and without prior notice. You should regularly review the most current version of these terms and conditions by visiting the NBHM Sites and clicking on the terms and conditions hyperlink located at the bottom of the page. Your continued use of the NBHM Sites constitutes your acceptance of these terms and conditions as modified. NBHM will publish the revised terms and conditions on the NBHM Sites and not separately notify you of any changes or modifications.

These terms and conditions are in addition to the NBHM Privacy Policy found in our legal section and any other agreements executed between you and NBHM, including any customer or account agreements, and any other agreements that govern your use of information, content, tools, products and services available on and through NBHM Sites.

USE OF THE NBHM SITES

The information provided on the NBHM Sites or provided by NBHM is intended only for your personal, non-commercial use, unless NBHM has agreed in writing, and only for legitimate purposes, to do otherwise. NBHM reserves the right to take appropriate legal action against any defaulting visitor or customer for any illegal or unauthorized use of the information. You may use any information, tools, products and services provided on NBHM Sites only if you are of legal age as per the applicable law of your country and are competent to form a binding contract with NBHM. NBHM in its sole discretion, reserves the right to reject, refuse to post or remove any posting by you, or restrict, suspend or terminate your access to the information on NBHM Sites. You further acknowledge and agree that if NBHM disables access to your account, you may be prevented from accessing the services provided by NBHM, account details or any files or other content which is contained in the account. Moreover, if you become aware of any objectionable material displayed on the NBHM Sites, you should immediately notify NBHM.

DISTRIBUTION AND RESPONSIBILITY OF VISITORS

The information on the NBHM Sites is not intended for distribution to, or use by, any person in any country or jurisdiction where such distribution or use would be contrary to applicable laws or regulations of that country. None of the services or investments referred to on the NBHM Sites is available to persons residing in any country where the provision of such services or investments would be contrary to the applicable local laws or regulation. It is the responsibility of visitors or customers (as the case may be) to ascertain the terms of and comply with any applicable laws or regulations to which they are subject. Nothing on the NBHM Sites shall be considered as a solicitation to buy or an offer to sell any product or service to any person in any jurisdiction where such offer, solicitation, purchase or sale would be unlawful under the applicable laws of such jurisdiction.

NO PROFESSIONAL ADVICE

NBHM does not, and does not intend to, provide legal, tax, investment or financial advice. Nothing in the NBHM Sites shall be construed as creating a fiduciary, financial or other advisory relationship between you and NBHM. You are solely responsible for determining whether any investment, investment strategy or related transaction is appropriate for you based on your personal investment objectives, financial circumstances and risk tolerance. You must make your own investigations regarding the accuracy, reliability and completion of information provided and consult your legal, tax or finance professional advisor regarding your specific situation, including your financial situation, objectives and goals.

INTELLECTUAL PROPERTY

The information on NBHM Sites is protected by applicable intellectual property laws. Except as expressly stated herein, you will not without NBHM's prior written permission alter, modify, reproduce, distribute or commercially exploit any materials, including text, graphics, video, audio, software code, user interface design or logos, from the NBHM Sites. The right to use the names, logos, trademarks, copyright and all other intellectual property rights (whether registered or not) in all of the material and software on NBHM Sites remains exclusively with NBHM or its licensors. Unless you have been expressly authorized to do so in writing by NBHM, you will not use any trade mark, service mark, trade name, logo of NBHM in a way that is likely or intended to cause confusion about the owner or authorized user of such marks, names or logos. If you infringe or threaten to infringe copyright or any other intellectual property right of NBHM, or NBHM has a reasonable suspicion of such infringement or threatened infringement, your relationship and arrangements with NBHM will be terminated by NBHM and NBHM will have the right to constitute legal proceedings against you.

If you click on the link of another website given on the NBHM Sites, it does not suggest that NBHM endorses, sponsors or is affiliated with the website, entity, service or product and that website may be subject to separate terms and conditions of use and policies.

The NBHM Sites, excluding third party content, are original works of authorship published by NBHM. NBHM has the exclusive rights to reproduce, display, prepare derivative works or distribute. The names, logos, trademarks, copyright and all other intellectual property rights (whether registered or not) in all of the material and software on the NBHM Sites are owned by NBHM or its licensors. All third-party owned materials contained on NBHM Sites are reproduced with the permission of the respective owners. Provisions related to non-disclosure, restriction on use of intellectual property owned by NBHM and the use of NBHM's intellectual property will continue to apply, even after termination of the relationship between you and NBHM.

VOID WHERE PROHIBITED

Although the information on the NBHM Sites including the products and services are accessible worldwide, not all features, products or services discussed, referenced, provided or offered through or on the NBHM Sites are available to all persons or in all jurisdictions, or appropriate or available for use in certain jurisdictions. NBHM reserves the right to limit or refuse, at its sole discretion, the provision and the quantity of the products and services.

THIRD PARTY CONTENT AND RESEARCH

NBHM does not explicitly or implicitly endorse or approve such third-party content. The third-party content should not be construed as legal, tax, financial or investment advice. Your attention is drawn to the 'no professional advice' section above. While NBHM makes every attempt to provide accurate and timely information to serve the needs of users or customers, neither NBHM nor third party content providers guarantee its accuracy, timeliness, completeness or usefulness, and are not responsible or liable for any such content, including any advertising, products, or other materials on or available from third party websites. Third party content is provided for informational purposes only and NBHM specifically disclaims any liability for third party content available on NBHM Sites. You will use third party content only at your own risk. The third-party content providers expressly disclaim all warranties of any kind, express or implied, including without limitation any warranty of merchantability, fitness for a particular purpose or non-infringement.

Third party content providers and their parents, subsidiaries, affiliates, service providers, licensors, officers, directors or employees shall not be liable for any direct, indirect, incidental or consequential damages arising out of or relating to the use or the inability to use the third party content, including but not limited to damages for loss of profits, use, data or other intangible damages, even if such party has been advised of the possibility of such damages.

ACCURACY OF INFORMATION

While NBHM has made every effort to ensure the accuracy of the information on NBHM Sites, the information and content on the NBHM Sites is subject to change without notice and is provided for the sole purpose of assisting you to make independent investment decisions. NBHM has taken reasonable measures to ensure the accuracy of the information on NBHM Sites. However, NBHM does not guarantee its accuracy and will not accept liability for any loss or damage that may arise directly or indirectly from the content or your inability to access NBHM Sites, for any delay in or failure of the transmission or the receipt of any instruction or notifications sent through the NBHM Sites. All content on NBHM Sites is presented only as of the date published or indicated and may be superseded by subsequent market events or for other reasons. In addition, you are responsible for setting the cache settings on your browser to ensure you are receiving the most recent data.

PROHIBITED USES

Since all servers have limited capacity and are used by many people, you should not use NBHM Sites in any manner that could damage or overburden any NBHM server, or any network connected to any NBHM server. You should not use NBHM Sites in any manner that would interfere with any other party's use of NBHM Sites.

EXCLUSION OF WARRANTIES

NBHM does not make any express or implied warranties about the information on NBHM sites or the information given while providing the services, including but not limited to implied warranties of merchantability, fitness for a particular purpose, or non-infringement. The NBHM sites are made available to you on a "as is" and "as available" basis and NBHM does not warrant the accuracy or completeness of information on the NBHM sites or that any defects or inaccuracies or errors in the software will be corrected.

NBHM does not warrant that the NBHM sites will meet your needs, or that they will be uninterrupted, timely, secure or error-free. NBHM also makes no warranty that the results obtained from the use of NBHM sites will be accurate or reliable, or that the quality of any products, services, information, or other material purchased or obtained by you through the NBHM sites will meet your expectations.

NBHM will not be liable (whether under contract, tort (including negligence) or otherwise) for any loss or damage which may be incurred by you, as a result of your failure to keep personal and sensitive personal information secure and confidential.

DISCLAIMER OF WARRANTIES AND LIABILITY

To the maximum extent permitted by applicable laws, NBHM will not be liable for any consequential, incidental, direct or indirect damages (including but not limited to lost profits, trading losses or damages that result from use or loss of use of the NBHM sites, products or services and third-party content, inconvenience or delay). This is true even if NBHM has been advised of the possibility of such damages or losses, except as otherwise required by applicable laws, NBHM will not be liable to you or anyone else (whether under contract, or not (including negligence) or otherwise) for any loss resulting from a cause over which NBHM does not have direct control, this includes failure of electronic or mechanical equipment or communications lines (including telephone, cable and internet), unauthorized access, viruses, theft, operator errors, severe or extraordinary weather (including flood, earthquake, or other act of god), fire, war, insurrection, terrorist act, riot, labour dispute and other labour problems, accident, emergency or action of government.

If you live in a state, country or jurisdiction that does not allow the limitation or exclusion of liability or incidental or consequential damages, some or all of these limitations and exclusions may not apply to you.

INDEMNIFICATION

You agree to defend, indemnify and hold harmless NBHM, its parents, affiliates, licensees and their respective directors, officers, employees and agents for, from and against all liabilities, claims damages and expenses, including attorneys' fees, arising out of or in connection with your use of the NBHM Sites or services provided by NBHM, or your violation of the Privacy Policy or terms and conditions. Any indemnified party may participate, at its own expense, in the defense of any matter subject to indemnification by you and you agree to cooperate with such party in the defense of such claim.

CONFIDENTIALITY

You acknowledge and agree that any instruction or communication transmitted to you or on your behalf via the NBHM Sites is made at your own risk. You consent to and authorize NBHM to rely and act on, and treat as fully authorized and binding upon you, any instruction given to NBHM that NBHM believes to have been given by you or on your behalf by any agent or intermediary whom NBHM believe in good faith to have been duly authorized by you. The Privacy Policy available on the NBHM Sites is applicable to all users and customers and are incorporated here as terms and conditions of use of NBHM Sites by reference. You acknowledge and agree that NBHM shall be entitled to rely upon your account number and/or password to identify you and agree you will not disclose this information to anyone not duly authorized by you.



TERMINATION

NBHM reserves the right, in its sole discretion, to restrict, suspend or terminate your access to all or any part of the NBHM Sites at any time for any reason without prior notice. NBHM may change, suspend or discontinue all or any aspect of the NBHM Sites at any time, including the availability of any feature, database, information or content without prior notice. In the event of termination, you are no longer authorized to access the NBHM Sites and the restrictions imposed on you with respect to material downloaded from the NBHM Sites, the disclaimers and limitations of liability set forth in these terms and conditions shall survive. You may terminate the relationship with NBHM at any time by closing your account with NBHM.

GOVERNING LAW AND JURISDICTION

Unless otherwise agreed, these terms and conditions and their enforcement are governed by the laws of Cyprus, without regard to principles of conflicts of law, and shall inure to the benefit of NBHM's successors and assigns, whether by merger, consolidation, or otherwise. This is the case regardless of whether you reside or transact business with NBHM in Cyprus or elsewhere. Unless a dispute would be governed by an applicable arbitration clause, you irrevocably agree to submit to the jurisdiction of courts located in Cyprus and hereby waive any objection to the convenience or propriety of venue therein or any similar grounds.

If you are dissatisfied with these terms and conditions, your sole and exclusive remedy is to discontinue using the NBHM Sites.