

Terms of Use of Online Portal

These Terms outline the rules and regulations for the use of LAM's Online Portal

1. Introduction

Welcome to <https://invest.leadwayassetmanagement.com/>. Before proceeding, please note that the acronym "LAM" means Leadway Asset Management Company Limited. By proceeding to access and use this Online Portal, it is implied that you accept these Terms in full. Do not continue to use LAM's Online Portal if you have any objection to any of these Terms contained herein. Except under the supervision of a legal guardian, this Online Portal is not for use by minors, defined as those who are below the statutory legal age of 18.

2. Contract

I understand and **Agree** that these Terms contained herein on LAM's Online Portal, constitutes a binding contract between LAM and myself. It shall govern my use of this Online Portal including all pages, products, services and information available through the Online Portal and within this Online Portal (collectively referred to herein below as this "Online Portal"). These Terms apply in full force and effect to my use of this Online Portal and by using this Online Portal, I expressly accept all Terms contained herein in full.

3. Terms

The following terminologies apply to these Terms, Privacy Statement and Disclaimer Notice and any or all Agreements:

"Client", "You" and "Your" refers to you, the person accessing this Online Portal and accepting the Company's Terms.

"The Company", "Ourselves", "We", "Our" and "Us", refer to our Company (LAM).

"Party", "Parties", or "Us", refer to both the Client and ourselves, or either the Client or ourselves. All terms refer to the offer, acceptance and consideration for payment necessary to undertake the process of our assistance to the Client in the most appropriate manner, whether by formal meetings of a fixed duration, or any other means, for the express purpose of meeting the Client's needs in respect of provision of LAM's stated services/products, in accordance with and subject to, prevailing law.

"Cookies" We employ the use of cookies. By using LAM's Online Portal you consent to the use of cookies in accordance with LAM's privacy policy. Most of the modern day interactive Online Portals use cookies to enable us to retrieve user details for each visit. Cookies are used in some areas of our site to enable the functionality of this area and ease of use for those people visiting. Some of our affiliates may also use cookies.

Any use of the above terminologies or other words in the singular, plural, capitalization and/or he/she or they, are taken as interchangeable and therefore as referring to same

4. Intellectual Property Rights

"License" Unless otherwise stated, LAM and/or its licensors own the intellectual property rights for all material on <https://invest.leadwayassetmanagement.com/>. You may view and/or print pages for your own personal use subject to restrictions set in these Terms.

Other than content you own, which you may have opted to include on this Online Portal, under these Terms, LAM and/or its licensors own all rights to the intellectual property and material contained in this Online Portal, and all such rights are reserved. You are granted a limited license only, subject to the restrictions provided in these Terms, for purposes of viewing the material contained on this Online Portal.

5. LAM's Rights

By using this Online Portal, you concur that LAM reserves all rights, to access, archive, or monitor your usage of its Online Portal. You further agree to our right to ensure service quality, or to evaluate the Online Portal, the security of the Online Portal and your compliance with these Terms. You accept that LAM's monitoring exercises will not entitle you to any cause of action or other right with regards to the way in which we screen and monitor our Online Portal's utilization by you and enforce these Terms. Under no circumstances will LAM be obligated to you or liable for any damages suffered by you occasioned by LAM's monitoring.

6. Restrictions

You are expressly and emphatically restricted from all of the following:

1. publishing any material from LAM's Online Portal in any media;
 2. selling, rent, sublicensing and/or otherwise commercializing any material from LAM's Online Portal;
 3. reproduce, duplicate or copy material from LAM's Online Portal
 4. Redistribute content from LAM's Online Portal (unless content is specifically made for redistribution)
 5. publicly performing and/or showing any material from LAM's Online Portal;
 6. using LAM's Online Portal in any way that is, or may be, damaging to this Online Portal;
 7. using LAM's Online Portal in any way that impacts user access to this Online Portal;
 8. using LAM's Online Portal contrary to applicable laws and regulations, or in a way that causes, or may cause, harm to the Online Portal, or to any person or business entity;
 9. engaging in any data mining, data harvesting, data extracting or any other similar activity in relation to LAM's Online Portal, or while using this Online Portal;
 10. using LAM's Online Portal to engage in any advertising or marketing;
- Certain areas of LAM's Online Portal are restricted from access by you and LAM may further restrict access by you to any areas of this Online Portal, at any time, in its sole and absolute discretion. Any user ID and password you may have for this Online Portal are confidential and you must maintain confidentiality of such information.

7. Your Content

In these Terms, "Your Content" shall mean any text, images or other authorized material you choose to display while using this Online Portal. With respect to Your Content, by displaying it, you grant LAM a non-exclusive, worldwide, irrevocable, royalty-free, sub-licensable license to use, reproduce, translate and adapt same for LAM's use. Your Content must be your own and must not be infringing on any third party's rights. LAM reserves the right to remove any of Your Content from this Online Portal at any time, and for any reason, without notice.

While using your online account access through this Online Portal, you are solely responsible for maintaining the confidentiality of your

account and passwords/codes/phrases and for restricting access to your computer. You agree to accept responsibility for all activities occurring on your account or password that are due to your conduct, inaction, or negligence. You are to notify us immediately if you become aware of any disclosure, loss, theft or unauthorized use of your password. Your use of this Online Portal shall be as required by us from time to time.

8. No Warranties

This Online Portal is provided "as is," with all faults, and LAM makes no express or implied representations or warranties, of any kind related to this Online Portal or the materials contained on this Online Portal. Additionally, nothing contained on LAM's Online Portal shall be construed as providing consult or advice to you and nothing on the Portal should be construed as a recommendation, by us or any third party to acquire or dispose of any investment or security, or to engage in any investment strategy or transaction. **YOU ACKNOWLEDGE AND AGREE** that LAM nor any of its officers, directors and employees or agents guarantee the accuracy, reliability, completeness, or usefulness of any information on this Online Portal. We do not warrant that this Online Portal will meet your needs or expectations, or be uninterrupted, secure or error free or that this Online Portal, its server or any files available for downloading through this Online Portal are free of computer viruses or other harmful elements. **WE HAVE NO RESPONSIBILITY FOR VIRUSES OR ANY OTHER DAMAGE/HARM THAT MAY BE CAUSED TO YOU AS A RESULT OF USING THIS ONLINE PORTAL.**

9. Disclaimer

LAM excludes all representations, warranties and conditions relating to our Online Portal and the use of this Online Portal (including, without limitation, any warranties implied by law in respect of satisfactory quality, fitness for purpose and/or the use of reasonable care and skill). Nothing in this disclaimer will limit or exclude our or your liability for death or personal injury resulting from LAM's negligence; limit or exclude our or your liability for fraud or fraudulent misrepresentation. The limitations and exclusions of liability set out in this Section and elsewhere in this disclaimer:

- a. are subject to the preceding paragraph; and
- b. govern all liabilities arising under the disclaimer or in relation to the subject matter of this disclaimer, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty.

To the extent that the Online Portal and the information and services on the Online Portal are provided free of charge, we will not be liable for any loss or damage of any nature.

10. Limitation of liability

IN NO EVENT SHALL LAM NOR ANY OF ITS OFFICERS, DIRECTORS AND EMPLOYEES, BE LIABLE TO YOU FOR ANYTHING ARISING OUT OF OR IN ANY WAY CONNECTED WITH YOUR USE OF ITS ONLINE PORTAL. WHETHER SUCH LIABILITY IS UNDER CONTRACT, TORT OR OTHERWISE, AND LAM, INCLUDING ITS OFFICERS, DIRECTORS AND EMPLOYEES SHALL NOT BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL OR SPECIAL LIABILITY ARISING OUT OF OR IN ANY WAY RELATED TO YOUR USE OF THIS ONLINE PORTAL. YOUR SOLE REMEDY FOR DISSATISFACTION WITH YOUR USE OF THIS ONLINE PORTAL IS TO STOP USING THE ONLINE PORTAL.

11. Indemnification

You hereby indemnify LAM to the fullest extent from and against any and all liabilities, costs, demands, causes of action, damages and expenses (including attorney's fees) arising out of or in any way related to your breach of any of the provisions of these Terms. You hereby consent to the use of this Online Portal, and by this consent, you unequivocally agree that instructions (including but not limited to account opening/creation of account; investments; liquidations/withdrawals, etc.) transmitted from this Portal shall be binding for all purposes, including for the purpose of evidence. You irrevocably undertake and warrant that you shall not make any demand or claim, or institute any action against LAM should you suffer any loss liability as a result of your consent to use this Online Portal.

Your further agree to indemnify and hold LAM harmless against all claims, demands, actions, and proceedings that may be made or instituted against LAM; and all liabilities, losses, and damages that may be suffered by LAM in connection with or arising as a result of your consent to use this Portal or LAM's reliance on any instruction issued from your account or subsequently communicated by you or your nominated investment advisor or any other person or entity you authorize to manage your account

This indemnity shall remain valid for the duration of our relationship with Leadway Asset Management Company Limited.

12. Severability

If any provision of these Terms is found to be unenforceable or invalid under any applicable law, such unenforceability or invalidity shall not render other Terms contained herein unenforceable or invalid as a whole, and such provisions shall be deleted without affecting the remaining provisions herein.

13. Variation of Terms

LAM is permitted to revise these Terms at any time as it sees fit, and by using this Online Portal you are expected to review such Terms on a regular basis to ensure you understand all Terms governing use of this Online Portal.

14. Assignment

LAM shall be permitted to assign, transfer, and subcontract its rights and/or obligations under these Terms without any notification or consent required. However, you shall not be permitted to assign, transfer, or subcontract any of your rights and/or obligations under these Terms.

15. Entire Agreement

These Terms, including any legal notices and disclaimers contained on this Online Portal, constitute the entire agreement between LAM and you in relation to your use of this Online Portal, and supersede all prior agreements and understandings with respect to the same.

16. Your Privacy

Please read our Privacy Policy

17. Governing Law & Jurisdiction

These Terms will be governed by and construed in accordance with the laws of the Federal Republic of Nigeria, and you submit to the non-exclusive jurisdiction of Nigerian courts for the resolution of any disputes.

If you take legal action relating to these Terms, you agree to file such action only in Nigerian courts and you consent and submit to the personal jurisdiction of those courts for the purposes of litigating any such action.

If any provision of these Terms of and Conditions is deemed unlawful, void, or for any reason unenforceable, the remaining provisions shall be enforced to the fullest extent possible, and the remaining provisions shall remain in full force and effect.

You Acknowledge and Agree that you shall comply with all laws, rules and regulations of any governmental authority or agency which govern or apply to the operation and use of this Online Portal.

Terms and Conditions

These terms and conditions shall apply to the operation of all Leadway Asset Management Company Limited (LAM) Investment Accounts and form an integral part of the Agreement with the client.

1.0 Account Opening

The client has irrevocably requested and LAM has agreed to open an Investment Account (the Account) on behalf of the client.

2.0 Investment Risk Warning

2.1 The client agrees that LAM shall have no responsibility or any liability to the client for any diminution of the client's investment due to any future governmental order, levy, law, tax, embargo, moratorium imposts, or depreciation in value of funds due to inflation or the unavailability of funds due to exchange restrictions on convertibility, requisitions, involuntary transfers, seizure of any character, exercise of military or usurped powers, or other similar causes beyond the control of LAM and any or all funds standing to the credit of the account will be payable only in such local currencies as may then be in circulation in the Federal Republic of Nigeria.

2.2 The Client by entering into this agreement hereby understands the risks inherent in investments of this nature and that the value of investments may fall as well as rise and the past performance of investments is not a guide to future performance.

3.0 Safe Operation of Account(s)

3.1 The client agrees to safely operate the account(s).

3.2 The client agrees to assume full responsibility and ensure safe custody of all print and electronic correspondence issued to or by LAM regarding the account.

3.3 The client agrees to notify LAM immediately whenever he/she knows or has any reason to suspect that an unauthorized person has access to any print or electronic correspondence issued to or by LAM regarding the account.

3.4 The client agrees to indemnify LAM against any loss, damage or liability resulting from his/her non-compliance to the above.

4.0 Instructions

The client authorizes LAM to honor all written instructions issued on the Account provided such orders are executed in accordance with the Account mandate.

The client agrees that LAM may refuse to act on any instruction if:

- a) It doubts the authenticity of the instruction or does not consider it to be sufficiently clear.
- b) It believes that doing so might cause a breach of any law, regulation, code, order or contractual obligation binding on LAM or the client.

5.0 Third-Party Enquiries

The client agrees and authorizes LAM without reservation to make third-party inquiries about his/her person and business now or at any time in the future prior to considering any request of the client for investment services or credit facilities. The client agrees and authorizes LAM without reservation to make third-party enquiries about him/her person and business now or at any time in the future in order to satisfy all required to Know your Customer ("KYC") obligations statutorily imposed from time to time on Financial Institutions in the Federal Republic of Nigeria.

6.0 Variation

6.1 The client agrees that LAM in its sole discretion may at any time suspend or vary the terms and conditions of the operation of the Account. LAM will however promptly notify the client of any suspension of service, changes regarding the operation of the Account of applicable charges and tariffs payable by the client.

7.0 Law

These terms and conditions agreed between the client and LAM shall be read and interpreted in accordance with the laws of the Federal Republic of Nigeria.

8.0 Termination

It is agreed that LAM shall terminate the operation of the Account upon receipt of the client's written instruction. Either the client or LAM may terminate the operation of the Account upon receipt of 72 hours prior written notice.

9.0 Data.

The client agrees that LAM may use the information disclosed to it by the client in connection or as a result of operating the Account (Data) for assessment and analysis and to identify products and services (including those supplied by third parties) that may be relevant to the client. We may disclose data:

- a) To credit reference agencies, any person who may assume our rights under this Agreement
- b) If we have a right or duty to disclose or are compelled to do so by law.

10.0 Clients Contact Details

The client agrees that LAM will use the address and any other details given on the Account opening documentation to contact the client. The client agrees to immediately inform LAM of any changes or additions to those details. All notices and correspondence required to be provided by LAM to the client will be forwarded to that address until LAM receives a written notification of the client's change of address.

11.0 Know Your Customer (KYC)

11.1 The Client acknowledges and accepts that the following KYC documentation has been provided, (or will be provided prior to Opening the Account) to its relationship manager or other representative of LAM:

- a) Fully completed and signed account opening form (all relevant fields must be completed).
- b) One (1) clear passport-size photograph each, with the client's name written on the reverse side.
- c) The Sighted, notarized or Certified copy of the means of identity (evidence of identity) of the client.
- d) The Sighted, notarized or Certified copy of the proof of residential address of the client/Letter of introduction from the relevant Diplomatic Mission/ International Organization certifying the accredited status of the potential client (where applicable).
- e) The Sighted, notarized or certified copy of the valid residence permit of a resident non-Nigerian.

11.2 The Client understands and agrees that if ALL of the relevant KYC documents indicated in 11.1 above together with the duly completed and signed application form are not provided to LAM within thirty (30) days of receipt of payment by LAM in any of its stipulated account(s), LAM shall:

- a) In the case of payments made electronically into LAM's account(s), return all funds paid into its account(s) into the same account from which the funds originated without any obligation to pay any interest on the funds returned.
- b) In the case of payments that were made by cheque or cash deposits over the counter, issue cheques in the name of the issuer of the cheque, or the name of the depositor as the case may be, which cheques shall be retained in LAM's possession until picked up by the Client.

For the avoidance of doubt, no returns or interests shall be earned on the funds in respect of (a) and (b) above.

11.3 The Client understands and agrees that no Account shall be opened where incomplete KYC documentation has been provided by the Client. For the avoidance of doubt, the Account shall only be opened, upon receipt of COMPLETE KYC documentation.

12.0 Fees and Charges

The client agrees that LAM shall set off against the account any pre-advised charge(s), tariff(s), deductions or costs associated with the operation of the account by the client.

13.0 Operation of Account

13.1 The client agrees that the operation of the account is subject to compliance by LAM with all laws, regulations, administrative rules, and orders which may from time to time be authorized by the Federal Government of Nigeria and/or any other regulatory authorities in Nigeria.

13.2 In consideration of LAM allowing the client to operate the account from time to time, the client hereby undertakes to hold LAM harmless and keep LAM indemnified from all losses, costs, or damages LAM may sustain or be put to.

13.3 The client agrees that LAM is under no obligation to honor any withdrawal order on the account unless there are sufficient funds in the account to cover the value of the said withdrawal thereby rendering such instruction or order invalid and of no effect.

13.4 The client agrees that LAM will accept no liability whatsoever for funds handed to members of its staff outside office hours or outside the LAM office premises.

13.5 The client agrees that in the absence of clear disposal instruction, the invested principal amount and interest/income at maturity will be liquidated and LAM may at its discretion hold the funds in a non-interest-bearing account pending further instructions from the client.

13.6 The client agrees that LAM shall not be liable for any loss or damages sustained by him/her by reason of the operation of the investment provided such loss or damages was not caused or facilitated by LAM or any of its staff action on its instruction.

14.0 Right of Set-off

14.1 The client agrees that in addition to any general lien or similar right to which LAM may be entitled by law, LAM may at any time and without prior notice to the client combine or consolidate all or any of the client's accounts without liabilities to LAM or any other account or in any other respect whether such liabilities be actual or contingent, primary or collateral and several or joint.

15.0 Acceptable Funds Transfer Instructions

The client agrees that all instructions on the account shall be duly signed according to the account mandate. The client hereby acknowledges that the use of facsimile, untested telexes, photocopied letters, electronic mails (on the letterhead or otherwise) or other unsecured means of communication to convey instructions for funds transfers of any other such instructions not backed by a duly signed original letter from the client, whatever the case may be, is associated with additional risks of fraud exposure.

16.0 Disruption of Service(s)

The client agrees that LAM shall have no liability for failure to provide any agreed service(s) due to reasons beyond its Reasonable control. These reasons include but are not limited to industrial action, riots, civil commotion, political unrest or armed insurrection.

17.0 Regulatory Disclosure

The Client agrees and authorizes LAM to disclose any or all of its information in compliance with any regulatory disclosure obligations statutorily imposed from time to time on Financial Institutions operating in the Federal Republic of Nigeria.

CONTACT US

If you have any queries regarding any of our Terms/Terms of Conditions, please contact us via email on assetmanager@leadway.com

