First Trust

TERMS OF USE

Last updated: 15.04.2026

IMPORTANT NOTICE

PLEASE READ THESE TERMS OF USE CAREFULLY. THESE TERMS GOVERN YOUR ACCESS TO AND USE OF THE WEBSITE OPERATED BY FIRST TRUST LTD. BY ACCESSING, BROWSING, OR USING THE WEBSITE, YOU CONFIRM THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE LEGALLY BOUND BY THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS, YOU MUST IMMEDIATELY CEASE USING THE WEBSITE.

THE WEBSITE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. FIRST TRUST LTD. MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE ACCURACY, COMPLETENESS, OR AVAILABILITY OF ANY INFORMATION CONTAINED ON THE WEBSITE. NOTHING ON THE WEBSITE CONSTITUTES LEGAL, FINANCIAL, TAX, INVESTMENT, OR OTHER PROFESSIONAL ADVICE.

1. DEFINITIONS

In these Terms, the following definitions apply:

- "AIFC" means the Astana International Financial Centre.
- "AFSA" means the Astana Financial Services Authority.
- "Applicable Law" means the Acting Law of the AIFC and all applicable AIFC regulations, rules, and regulatory requirements.
- "Company", "First Trust", "we", "us", or "our" means First Trust Ltd., a private company incorporated under the laws of the AIFC and authorised and regulated by the AFSA (Licence No. AFSA-A-LA-2024-0026), and the owner and operator of the Website.

- “Services” means the professional services described on the Website, including, without limitation, Trust Services, Fund Administration, Custody Services, and Deal Structuring.
- “Website” means the domain thefirsttrust.com, together with all subdomains, pages, features, functionality, and content made available therein.
- “User” or “you” means any individual or entity accessing or using the Website.

2. USE OF THE WEBSITE

2.1 Licence

Subject to compliance with these Terms, the Company grants the User a limited, non-exclusive, non-transferable, revocable licence to access and use the Website solely for lawful personal or internal business informational purposes.

2.2 No Client or Fiduciary Relationship

The content of the Website is provided for general informational purposes only. Accessing or using the Website, or submitting enquiries via any contact forms, shall not create any fiduciary, advisory, contractual, or client relationship between the User and the Company.

Any such relationship shall arise only upon the execution of a definitive written agreement duly signed by the parties.

2.3 Prohibited Conduct

The User shall not, and shall not permit any third party to:

- modify, adapt, copy, or create derivative works of the Website or its content;
- use the Website for any unlawful, fraudulent, defamatory, or prohibited purpose;
- attempt to gain unauthorised access to any part of the Website, its servers, or associated systems;

- reverse engineer, decompile, or otherwise attempt to extract source code;
- impersonate any person or entity or misrepresent affiliation with the Company;
- use automated systems (including bots, crawlers, or scraping tools) to extract data;
- introduce viruses, malware, or other harmful technological material;
- transmit unsolicited or unauthorised advertising or promotional material.

3. INTELLECTUAL PROPERTY

3.1 Ownership
All intellectual property rights in and to the Website and its content, including text, graphics, logos, trademarks, images, software, and materials, are owned by or licensed to First Trust and are protected by Applicable Law and international intellectual property legislation.

3.2 Restrictions
Except as expressly permitted herein, no part of the Website may be reproduced, distributed, modified, displayed, transmitted, or otherwise exploited without the Company's prior written consent.

4. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

4.1 No Professional Advice
All information relating to trust structures, capital markets, financial products, or complex transactions is provided for general guidance only and shall not constitute legal, tax, investment, or professional advice. Users should seek independent professional advice before making any financial or legal decisions.

4.2 Disclaimer of Warranties

To the fullest extent permitted by Applicable Law, the Website is provided “as is” and “as available,” without warranties of any kind, whether express or implied, including warranties of accuracy, reliability, availability, merchantability, fitness for a particular purpose, or non-infringement.

The Company does not warrant that the Website will be uninterrupted, secure, or free from errors, viruses, or other harmful components.

4.3 Limitation of Liability

To the fullest extent permitted by Applicable Law, the Company shall not be liable for any direct, indirect, incidental, consequential, special, or punitive losses or damages, including loss of profits, business, data, or goodwill, arising out of or in connection with the use of, or inability to use, the Website.

5. PRIVACY AND DATA PROTECTION

The Company processes personal data in accordance with its Privacy Policy and in compliance with the AIFC Data Protection Regulations No. 10 of 2017. By using the Website, the User acknowledges and agrees to such processing.

6. THIRD-PARTY LINKS

The Website may contain links to third-party websites for convenience only. The Company does not control or endorse such websites and accepts no responsibility or liability for their content, availability, or any loss or damage arising from their use.

7. INFORMATION SECURITY

The User is responsible for implementing appropriate technical and security measures when accessing the Website. Any suspected cybersecurity incident or vulnerability relating to the Website shall be reported promptly to: info@thefirsttrust.com.

8. GOVERNING LAW AND DISPUTE RESOLUTION

8.1 Governing Law
These Terms shall be governed by and construed in accordance with the Acting Law of the AIFC.

8.2 Dispute Resolution
Any dispute arising out of or in connection with these Terms shall be resolved as follows:

1. Negotiation – the parties shall attempt in good faith to resolve the dispute amicably within twenty (20) calendar days;
2. Mediation – failing settlement, the dispute may be referred to the International Arbitration Centre (IAC) for mediation;
3. Court – if unresolved, the dispute shall be finally submitted to the exclusive jurisdiction of the AIFC Court, Astana, Kazakhstan.

8.3 Injunctive Relief
The Company shall be entitled to seek injunctive or equitable relief for any breach of these Terms, in addition to any other remedies available at law.

9. AMENDMENTS

The Company reserves the right to amend or update these Terms at any time to reflect changes in law, regulatory requirements, or business operations. Updated Terms shall become effective upon publication on the Website. Continued use of the Website constitutes acceptance of the revised Terms.

CONTACT DETAILS

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