

## **Disclaimer**

By accessing and using this website (the "Website") and any web page hereof, you agree to be bound by the terms and conditions below. Reference to these general terms of use should be made each time you access and use the Website.

This Website, its services and contents are provided for your use by PhillipCapital, which is a group of companies who together offer a full range of financial services to retail, corporate and institutional customers. Member companies in Singapore include Phillip Securities Pte Ltd, Phillip Securities Research Pte Ltd, Phillip Financial Pte Ltd, Phillip Futures Pte Ltd, Phillip Trading Pte Ltd, Phillip Capital Management (S) Ltd, CyberQuote Pte Ltd, IFS Capital Ltd and Phillip Private Equity Pte Ltd. Member companies can otherwise be identified by their authorised use of PhillipCapital brand name along with their own name in their documentation and literature.

### **Use of Information and Materials**

The contents of this website are provided to you for information only and should not be used as a basis for making any specific investment, business or commercial decision. These pages should not be construed as an offer or solicitation for the subscription, purchase or sale of the securities, and specifically funds or any investment products, mentioned herein, or, in any jurisdiction to any person to whom it is unlawful to make such an invitation or solicitation in such jurisdiction.

Investments are subject to investment risks including the possible loss of the principal amount invested.

The information contained in these pages is not intended to provide professional advice and should not be relied upon in that regard. It also does not have any regard to your specific investment objective, financial situation and any of your particular needs. You may wish to seek advice from a financial adviser before investing via OTC. In the event that you choose not to seek advice from a financial adviser, you should consider whether the investment product is suitable for you.

The contents of this website, including these terms and conditions, are subject to change and may be modified, deleted or replaced from time to time and at any time at the sole and absolute discretion of PhillipCapital.

### **Timeliness, accuracy and completeness of information**

In particular, we assume no responsibility for or make any representations, endorsements, or warranties whatsoever in relation to the timeliness, accuracy and completeness of any services, content, information and/or data contained in the Website, whether provided by us, any content providers or third parties.

## **Copyright**

PhillipCapital and/or its member companies reserve all copyright and intellectual property rights to the services, content, information and data on the Website. The contents in the Website are protected by copyright and no part or parts hereof may be modified, reproduced, stored in a retrieval system, transmitted (in any form or by any means), copied, distributed, published, displayed, broadcasted, hyperlinked, used for creating derivative works or used in any other way for commercial or public purposes without the prior written consent of PhillipCapital and/or its member companies.

## **No Warranties**

While every care has been taken in preparing the contents contained in the Website, such contents are provided to you "as is" and "as available" without warranty of any kind either express or implied. In particular, no warranty regarding non-infringement, security, accuracy, fitness for a particular purpose or freedom from computer virus is given in conjunction with such contents. Member companies of PhillipCapital, their directors, officers, associates, agents and affiliates make no representations, endorsements or warranties of any kind about the services, content, information and/or data contained in the Website.

## **Separate Contracts**

The provision of any service or products provided by PhillipCapital and/or its member companies through the Website shall be expressly subject to the particular terms and conditions as contained in the contract for the supply of such service or product. Any warranties or representations made in relation to the provision of such service or product are as made in the contract only and PhillipCapital and/or its member companies make no separate warranty or representation through the Website or through these general terms of use.

## **Exclusion of Liability and Indemnity**

In no event shall PhillipCapital and/or its member companies be liable to you for any loss, damage, costs, charges and/or expenses of whatsoever nature and howsoever arising including legal fees on a full indemnity basis, cost of funding and loss or cost incurred by you as a result of or in connection with:

1. any access, use or the inability to access or use this website, use of or reliance on the contents of this website;
2. any transaction performed on any web page in the Website;
3. any loss or abuse or unauthorized disclosure of information, including customer information;
4. any system, server or connection failure, error, omission, interruption, interception, delay in operation or transmission, or computer virus;
5. any use of or access to any websites linked to the Website;
6. any service, product, information, data, software or other materials obtained from this Website or from any other websites linked to this Website;
7. breach or violation of any third party rights, including but not limited to the violation of any proprietary or intellectual property rights or the enforcement of any of these general terms of use.

## **Governing Law**

These general terms of use shall be governed by and construed in accordance with the laws of Republic of Singapore and the parties hereby agree to submit to the non-exclusive jurisdiction of the courts of the Republic of Singapore.

Products and services referred to in this website are offered only in jurisdictions where and when they may be lawfully offered by PhillipCapital and/or its member companies. The contents in the Website are not intended for use by persons located in or resident in jurisdictions that restrict the distribution of such materials by us. Persons accessing these pages are required to inform themselves about and observe any relevant restrictions. The terms and conditions governing the use of the Website of each member company of PhillipCapital may differ and you should consult and carefully read the applicable terms and conditions before using the website.

**IMPORTANT:** By accessing this website and any of its pages you are agreeing to the terms set out above.