

## **Privacy and Security**

Your privacy is important to us. We are committed to maintain the confidentiality of the personal information that you give us through our websites or our online services. To preserve the confidentiality of all information you provide to us, we maintain the following privacy principles:

1. We will only collect personal information that we believe to be relevant and required to assist us in providing better customer service and delivery of services and products that are of interest to you.
2. To serve you well, we may from time to time work with external organizations, including the member companies of PhillipCapital, to offer other products and services to you. These companies will be required to conform to our privacy policy standards.
3. We may be required from time to time to disclose your personal information to governmental or judicial bodies or agencies or our regulators, but we will only do so under proper authority.
4. We aim to keep your personal information on our records accurate and up-to-date.
5. We keep separate database to prevent unauthorized access to your personal information by anyone, including our staff. All member companies of PhillipCapital, staff and third parties with permitted access to your information are specifically required to observe our confidentiality obligations.
6. Like most websites, we may use cookies to “remember” information about your preferences. You can set up your web browser to accept or reject cookies.
7. We may amend this Policy from time to time and will place any such amendments on this Website. This Policy is not intended to, nor does it, create any contractual rights between PhillipCapital and you.

### **Email**

Email messages sent to PhillipCapital or any of its member companies over the Internet cannot be guaranteed to be completely secure. PhillipCapital will not be responsible for any damages incurred by users if they send a message to PhillipCapital or any of its member companies, or if PhillipCapital or any of its member companies sends a message to them at their request, over the Internet. PhillipCapital or any of its member companies are not responsible in any manner for direct, indirect, special or consequential damages arising out of the use of this Website.

If you encounter any suspicious email, passing off as an email from POEMS or Phillip, please notify us immediately at (65) 65311555.

### **Data Security**

Security is our top priority. OTC Capital does not have clients data in its own server. However, we provide a hyperlink to link with other PhillipCapital and/or its member companies, who will strive at all times to ensure that your personal data will be protected against unauthorized or accidental access, processing or erasure. We maintain this commitment to data security by implementing appropriate physical, electronic and managerial measures to safeguard and secure your personal data. You are advised to go directly to the domain name of PhillipCapital [www.phillip.com.sg](http://www.phillip.com.sg) or [www.poems.com.sg](http://www.poems.com.sg) when logging onto POEMS website. You should not accept links or redirections from other websites or media for the purpose of logging onto website.

- The secure area of our website supports the use of Secure SocketLayer (SSL) protocol and 128-encryption technology – an industry standard for encryption over the Internet to protect data. When you provide sensitive information, it will be automatically converted into codes before being securely dispatched over the Internet.
- Our web servers are protected behind “firewalls” and our systems are monitored to prevent any unauthorized access. We will not send personal information to you by ordinary email.
- Only your valid User ID and Password, which identify you uniquely, will allow you to log in to our secure website(s). This ensures that messages from authorized users only are admitted into our secure site(s).
- All practical steps will be taken to ensure that personal data will not be kept longer than necessary and that PhillipCapital will comply with all statutory and regulatory requirements in Singapore concerning the retention of personally identifiable information.

### **Security Assurance**

We endeavor to put in place high standards of security to protect your interests. You are responsible to ensure that your User ID and/or Password are not compromised by knowingly or accidentally share, provide or facilitate unauthorized use of it. Failure to do so exposes you to the risks of fraud and loss. PhillipCapital and/or its member companies will not be responsible for losses suffered by customers as a result of:

- a. input errors or misuse of its internet services;
- b. negligent handling or sharing of Password;
- c. leaving a computer unattended during an online session;
- d. failure to immediately report known accidents of unauthorized account access.

PhillipCapital will never ask you for your Password, in order to ensure that you are the only person who knows this information.

- You should safeguard your unique User ID and Password by keeping it secret and confidential. Do not share your User ID and Password with anyone or write them down, as you are responsible for all transactions undertaken with your User ID and Password.
- Ensure that no one can see your Password when you log in to our system.
- When choosing your Password, do not create it using easily identifiable information such as your birthday, telephone number, a recognizable part of your name, spouse’s name, dictionary words, common character sequences such as “123456”, license plate number, passport number, social security number. The user-chosen password must have at least six (6) characters and are best recommended to be alphanumeric.
- Change your Password regularly. Do not recycle your recently used Password.
- The same Password should not be used for different websites, applications or services particularly when you relate to different entities.
- Do not select the option on your browser for storing or retaining User ID and Password.
- If you think your User ID and/or password has been disclosed to a third party, is lost or stolen and unauthorized transactions may have been conducted, you are responsible to inform us immediately.

You should logout of your online trading session when you have completed your online trading transactions or when you need to walk away from your computer even for just a while. Do not leave your computer unattended while online trading transactions are being processed.

### **Alert on Phishing**

Recently, there are many cases of fraud connected with the scam known as 'phishing'. The scam makes use of unsolicited emails and/or fraudulent websites to trick people into disclosing confidential personal details such as user-names and passwords.

Techniques used include, but are not limited to,

- Using false email address, logos and graphics to mislead people into accepting the validity of emails and websites;
- Faking domain names to appear as if they represent the actual companies.
- Duping people into providing personal details through one or more methods such as hyperlinks to fake websites or embedded forms in emails.

### **Security Measures to prevent keystrokes being capture**

It is advisable to take the necessary precautions to protect your personal computer against viruses and other malicious programs. Besides damaging and/or destroying data, viruses and malicious programs can capture your Password keystrokes and other personal information and send them to another person without your consent. Some precautions to take:

- Ensure that you install an effective personal firewall, anti-virus, anti-spyware as well as anti-Trojan horse software. These should be updated regularly.
- Do not download any software from a website that is of doubtful origin.
- Do not open any email or attachment that is from a source unknown to you. When in doubt, delete such email without opening it.

### **Clearing your cache**

We strongly advise that you clear your browser's disk cache after each online trading session.

Cache files on a computer can retain images of data sent or received over the Internet, making them a potential target for a system intruder.

### **Downloading**

We do not represent or warrant that the Website will be available and meet your requirements, that access will not be interrupted, that there will be no delays, failures, errors or omissions or loss of transmitted information, that no viruses or other contaminating or destructive properties will be transmitted or that no damage will occur to your computer system.

You have sole responsibility for adequate protection and back up of data and/or equipment and for undertaking reasonable and appropriate precautions to scan for computer viruses or other destructive properties. We make no representations or warranties regarding the accuracy, functionality or performance of any third part software that may be used in connection with the website.

### **Collection of Personal Information**

- **Use of "cookies"**

Your visit to the Website may be recorded for analysis on the number of visitors to the Website and general usage patterns. Some of this information will be gathered through the use of "cookies". Cookies are small bits of information that are automatically stored on a person's web browser in their computer that can be retrieved by this site. Should

you wish to disable these cookies you may do so by changing the setting on your browser.

- **Marketing Promotions**

Occasionally, we may collect personal information from visitors to this site and those individuals that participate in a contest or promotion (online or over the telephone, or at one of our branches). Such information is only collected from individuals who voluntarily provide us with their personal information. We may use this information to advise them of products, services and other marketing materials, which we think, may be of interest to them. We may also invite visitors to this site to participate in market research and surveys and other similar activities.

You can choose to receive marketing and other promotional materials by email. If you do receive email or promotional direct mailings, you will always have an opportunity to opt-out. If at any time you would like us to cease sending you direct mailings, please email to [<email link to unsubscribe>](#) to unsubscribe. We will then, at no cost to you, act on your request within 30 days and ensure that you are not included in future direct marketing promotions.

### **Hyperlinks from PhillipCapital to Third Party Websites**

PhillipCapital and/or its member companies are not responsible for the contents available on or the set-up of any other websites linked to the Website. These hyperlinks lead to websites published or operated by third parties who are not affiliated with or in any way related to PhillipCapital and/or its member companies. Access to and use of such other websites is at the user's own risk and subject to any terms and conditions applicable to such access/use.

By providing hyperlinks to a third party website or webpage, PhillipCapital and/or its member companies shall not be deemed to endorse, recommend, approve, guarantee or introduce any third parties or the services/ products they provide on their websites, or to have any form of cooperation with such third parties and websites unless otherwise stated by PhillipCapital and/or its member companies.

We are not in any way responsible for the content of any third party website or webpage. PhillipCapital and/or its member companies is/are not a party/parties to any contractual arrangements entered into between you and the provider of the third party website unless otherwise expressly specified or agreed to by PhillipCapital and/or its member companies.

Any links to websites that contain downloadable software are provided for your convenience only. We are not responsible for any difficulties you may encounter in downloading the software or for any consequences from your doing so. Please remember that the use of any software downloaded from the Internet may be governed by a licence agreement and your failure to observe the terms of such licence agreement may result in an infringement of intellectual property rights of the relevant software provider, which we are not in any way responsible.

### **Hyperlinks from Third Party Websites to PhillipCapital**

You must always obtain the prior written approval of PhillipCapital and/or its member companies before creating a hyperlink in any form from a third party website to any PhillipCapital website or webpage. PhillipCapital and/or its member companies may or may not give such approval at its absolute discretion.

PhillipCapital and/or its member companies is/are not responsible for the setup of any hyperlink from a third party website to any PhillipCapital website or webpage. Any links so set up shall not constitute any form of co-operation with, or endorsement by, PhillipCapital and/or its member companies of such third party website. Any link to our Website shall always be an

active and direct link to our Website and no "framing" or "deep-linking" of our web page or content is allowed, unless prior approval by PhillipCapital.

PhillipCapital and its member companies are not liable for any loss or damage incurred or suffered by you or any third party arising out of or in connection with such link. PhillipCapital and/or its member companies reserve the right to rescind any approval granted to link through a plain-text link or any other type of link, and to require the removal of any such link to any PhillipCapital websites, at our discretion at any time.

**English Version to Prevail**

If there are inconsistencies in meaning between the English version of these terms and conditions and the terms and conditions as may be translated into any other language, the English version shall prevail.

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