

## **DISCLAIMER & PRIVACY**

### **Important Information**

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, Phillip Private Equity Pte Ltd, Phillip Japan Fund Management Pte Ltd, CyberQuote Pte Ltd, IFS Capital Limited and ECICS Limited. 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 general information only and should not be used as a recommendation or basis for making any specific investment, business or commercial decision. These pages should not be construed as a recommendation, 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. Accordingly, no warranty whatsoever is given and no liability whatsoever is accepted for any loss arising whether directly or indirectly as a result of you acting based on this information.

Investments are subject to investment risks including the possible loss of the principal amount invested. The value of the units in any fund and the income from them may fall as well as rise. If the investment is denominated in a foreign currency, factors including but not limited to changes in exchange rates may have an adverse effect on the value, price or income of an investment. Past performance figures as well as any projection or forecast used in these web

pages, are not necessarily indicative of future or likely performance of any investment products.

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 obtain advice from a qualified financial adviser, pursuant to a separate engagement, before making a commitment to purchase any of the investment products mentioned herein. In the event that you choose not to obtain advice from a qualified financial adviser, you should assess and consider whether the investment product is suitable for you before proceeding to invest and we do not offer any advice in this regard unless mandated to do so by way of a separate engagement.

You are advised to read the Applicable Conditions governing each account and the relevant Risk Disclosure Statement, if any, carefully before investing in any of our products. 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 the Republic of Singapore and all parties hereby agree to submit to the 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.

### **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 maintain strict security systems designed 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.

### **Transmission over the Internet**

Due to the nature of the Internet, transactions may be subject to interruption, interception, transmission blackout, delayed transmission and incorrect data transmission. Regardless of any security measures taken by us, PhillipCapital and/or its member companies shall assume no responsibility whatsoever for any loss or expense resulting from such delays, interruptions and/or interceptions.

### **Data Security**

Security is our top priority. PhillipCapital and/or its member companies 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.

The secure area of our website supports the use of Secure Socket Layer (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 endeavour 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:

1. input errors or misuse of its internet services;
2. negligent handling or sharing of Password;
3. leaving a computer unattended during an online session;
4. 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 unique User ID and Password for the first time, do not create it using easily identifiable information such as your birthday, telephone number or a recognizable part of your name.

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.

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.

### **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 [customercare@phillip.com.sg](mailto:customercare@phillip.com.sg) 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.