

Disclaimer & Privacy

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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

1. Our Commitment

We believe in protecting your privacy. We ask that you read this privacy policy carefully as it contains important information about what to expect when we collect personal data about you and how we will use your personal data.

2. Types Of Personal Data

Generally, we collect personal data that is linked to an individual. For example, an individual's name, address, phone number and email address. This is not an exhaustive list and we may collect other types of personal data from you.

Apart from personal data, we may collect other types of information which is not linked to an individual and which is anonymous. For example, the number of website visitors and the number of website users using a particular service. In this way, we hope to improve our customer services.

3. Purpose For Collection, Processing And Disclosure Of Personal Data

Collection

Generally, personal data is collected for the following purposes:

- a. providing a service and / or a product to you; and

- b. legal compliance on our part under applicable laws.

Processing and disclosure

We may process and disclose personal data with and to group companies or business partners or third party service providers, for the purposes stated above.

In addition, there may be circumstances under applicable laws where we are permitted to collect, process and disclose personal data without your consent. You may obtain more information by contacting us (Please see contact details on our website under "Contact Us" tab).

4. Transfer Of Personal Data Overseas

To the extent that we may need to transfer personal data outside of Singapore, whether to our group companies or business partners or third party service providers or simply to data storage facilities, we shall do so in accordance with the Personal Data Protection Act, 2012 ("PDPA") to ensure that we provide a standard of protection to personal data so transferred that is comparable to the protection under the PDPA.

5. Consent

Generally, when we request for personal data in the course of providing you a service and/or product and you provide use with such personal data, there is implied consent that you agree to provide us with personal data in order for us to provide you with the requested service and / or product.

In some circumstances and as required by applicable laws, we will seek your express consent when collecting your personal data. For example, where there are new purposes for the use of your personal data, we will seek your fresh consent.

In addition, you are able to withdraw your consent at any time by contacting us (please see contact details on our website under the 'Contact Us' tab).

6. Situations Not Requiring Consent

We will not sell, rent or otherwise disclose your personal data to any third party, without your consent except in the following circumstances:

- a. we may share non-personal, non-individual information in aggregate form with third parties for business purposes, for example with advertisers on our website or we may tell our

business partners the number of customers in certain demographic groups who purchased certain products or who carried out certain transactions; and / or

- b. as permitted under the laws of Singapore.

7. **Access And Correction**

You are entitled to certain access and correction rights to your personal data. We may charge a reasonable administrative fee for this service. In exceptional circumstances, we reserve the right to deny you access to your personal data and may provide an explanation as required by applicable laws.

8. **Retention**

Personal data will be held for as long as it is necessary to fulfil the purpose for which it was collected, or as required or permitted by applicable laws. We shall cease to retain personal data, or remove the means by which the personal data can be associated with particular individuals, as soon as it is reasonable to assume that the purpose for which that personal data was collected is no longer being served by retention of the personal data and retention is no longer necessary for legal or business purposes.

9. **Accuracy**

In order to ensure that your personal data is current, complete and accurate, please update us of any changes to your personal data by contacting us (please see contact details on our website under the 'Contact Us' tab) or by logging on to your user account if you are a registered user on our website.

10. **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 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.

- 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.

11. 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 sharing, providing or facilitating 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:

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

Member companies of 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", licence 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 log out 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.

12. Security Measures To Prevent Keystrokes Being Captured

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.

13. Alert on Phishing

There have been fraud cases 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. You are advised to stay alert to avoid falling prey to the following scam techniques used by fraudsters:

- Use of false email addresses, 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.

14. 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.

15. Updates To Privacy Policy

We keep our privacy policy under regular review. If we change our privacy policy, we will post the changes on this website, so that you may be aware of the information we collect and how we use it. Such changes to our privacy policy shall apply from the time that we post the same on this website. Your continued use of our website will be taken as acceptance of the updated privacy policy, but we will seek your fresh consent before we collect more personal data from you or we wish to use or disclose your personal data for new purposes.

16. Cookies

A cookie is an alphanumeric identifier which we transfer to your hard drive through your web browser when you visit our website. It enables our own system to recognise you when you visit our website again and improve our service to you. The information is used to track visitor use of the website and to compile statistical reports on website activity. For further information about cookies visit www.aboutcookies.org or www.allaboutcookies.org. Cookies may also be used to compile aggregate information about areas of our websites that are visited most frequently. This traffic information can be used to enhance the content of our website and make your use of it easier. If you wish to reject our cookie, you can configure your browser to do so. However, in a few cases some of our website features may not function if you remove cookies from your browser.

17. 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 our websites. 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.

18. 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.

19. 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.

20. 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.

21. Downloading

We do not represent or warrant that this 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 party software that may be used in connection with the website.

22. 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.

23. Prevailing Terms

If you have agreed to our terms and conditions of account opening, as the case may be, in the event of inconsistency between such terms and conditions and this privacy policy, such terms and conditions of account opening shall prevail.

24. Governing Law

Note that as we are a Singapore registered company, this privacy policy has been drafted solely in accordance with the laws of Singapore. We do not represent or warrant that this privacy policy complies with the privacy laws of any other jurisdiction and accordingly, you shall not construe this privacy policy as such.

25. Contact Us

If you any comments or questions about this privacy policy, please contact the Data Protection Officer in writing (please see contact details on our website under the 'Contact Us' tab) referencing 'Privacy and Security'.

26. Disclaimer



Our website may contain links to other websites. Please note that we are not responsible for the privacy practices of such other websites and advise you to read the privacy statements of each website you visit which collects personal data.

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