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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.

1.2. 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 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 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 call our hotline 6531 1555 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.

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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.

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