
PLATFORM TERMS OF USE

1. GENERAL

- 1.1. **Purpose and scope.** These terms and conditions (“**Platform Terms**”) govern the relationship between **SBI Digital Markets Pte. Ltd.** (Company No. 202041064W), a private limited company incorporated in Singapore with principal office at 12 Marina View, #06-03 Asia Square Tower 2, Singapore 018961 (“**SBIDM**”) and such individual, corporation, company, partnership, association, or unincorporated organisation (“**User**”) which has requested to access and/or use such platform and the mobile application (“**Platform**”) developed, owned and operated by SBIDM.
- 1.2. **Acceptance of Platform Terms.** The User may access and use the Platform as a client of SBIDM, or as an agent of a client of SBIDM (“**SBIDM Client**”) in accordance with these Platform Terms. By accessing and/or using the Platform, the User agrees to accept and fully comply these Platform Terms.
- 1.3. **Lawful Access and Use of the Platform.** The Platform and any information/materials available on the Platform are not intended for and should not be accessed or used by the User if the User is located in or a resident of any jurisdiction where by reason of the User’s nationality, domicile, residence or otherwise) the access, use or availability of the Platform is prohibited or contrary to local law or regulation or would subject SBIDM or any of SBIDM’s affiliate to any registration or licensing requirements in such jurisdictions. It is the User’s responsibility to be aware of, to obtain all relevant regulatory approvals, licences, verifications and/or registrations under, and/or to observe all applicable laws and regulations of any relevant jurisdiction in connection with the User’s access and/or use of the Platform.
- 1.4. **Terms and Conditions.** The User understands and accepts that the use and access of the Platform is also subject to any other applicable terms and conditions issued by SBIDM (“**SBIDM Terms and Conditions**”) governing (a) any services provided by SBIDM to the User and/or SBIDM Clients; and/or (b) any business relationship between SBIDM and the User.

2. OBLIGATIONS OF THE ORGANISATION WITH RESPECT TO A USER REPRESENTATIVE

- 2.1. **Only a User Representative could access and use the Platform.** The User must ensure that only an officer, director, employee, agent, subcontractor, or advisor of the User who is authorised to act on the User’s behalf (each a “**User Representative**”) is allowed to access and use the Platform for business purposes.
- 2.2. **Establishing a User Representative.** If the User grants a User Representative access and use of any Service, the User must inform SBIDM in writing and provide written proof to establish to SBIDM’s satisfaction that such User Representative is an officer, director, employee, agent, subcontractor, or advisor of the User and is authorised to act on the User’s behalf. The User shall procure that each User Representative will comply with any requirements reasonably imposed by SBIDM and applicable laws.
- 2.3. **User Representative bound by the Platform Terms.** If the User grants a User Representative access and/or use of any Service, each User Representative is also bound by these Platform Terms. In these Platform Terms, the User and the User Representative are collectively referred to as “**User**”. If any User Representative accesses and use the Platform without the appropriate authority, such User Representative will become personally liable for (a) compliance with; and (b) any obligations incurred under, these Platform Terms.
- 2.4. **User’s responsibility to inform SBIDM of any change in User Representatives.** The User is solely responsible for informing SBIDM in writing of any change to (a) any User Representative or (b) any information relating to a User Representative. SBIDM is entitled to rely upon the information or communication provided by a User Representative until such time SBIDM has been notified of the change and SBIDM has had a reasonable time to act upon the notification.
- 2.5. **The User is solely responsible for all acts and omissions of User Representatives.** The User is solely responsible for all acts or omissions of its User Representatives, whether authorised by the User or not. SBIDM is entitled to assume the authenticity of any instructions given or purportedly given by any User Representative and is under no obligation to check the authenticity or accuracy of any Instruction or data received, or assumed to be received, from a User Representative. SBIDM will not be liable for any Losses incurred or suffered by the User, any User Representative or any person as a result of SBIDM acting on an Instruction, information or communication, received, or assumed to be received, from a User Representative.

- 2.6. **SBIDM has the right to refuse any User Representative.** SBIDM has the sole and absolute discretion to refuse to grant any User Representative the ability to access and use any Services at any time for any reason and without providing any reason for SBIDM's refusal.

3. USER ACTING AS AGENT OF SBIDM CLIENT

- 3.1. **The User acting as agent of ATP Underlying Clients.** Where the User access and uses the Platform as an agent of a SBIDM Client, the User represents and undertakes to SBIDM that:
- (a) it has been duly appointed, designated and authorised by the relevant SBIDM Client by way of power of attorney (or equivalent document) ("**Client Power of Attorney**") to use and access the Platform, take action on behalf of such SBIDM Client and to exercise such powers and perform such duties in connection with the Platform; and
 - (b) it shall always act in accordance with the Client Power of Attorney when taking action on behalf of the relevant SBIDM Client and/or exercising any powers and/or perform such duties in relation thereto.

4. SBIDM RIGHT OF AMENDMENT

- 4.1. **Right of amendment to Platform Terms.** SBIDM reserves the right to, by notice to the User, change, modify, add or remove portions of the Platform Terms, in whole or in part, at any time for any reason. Such changes will be effective and from the date specified by SBIDM in the notice or the updated Platform Terms and be binding on the User immediately upon notice by SBIDM either (a) through publication on SBIDM's website or the Platform or (b) by way of email delivery. The User agrees and accepts that notification of amendments in the manners aforementioned constitute sufficient notice to the User and the User's continued access and use of the Platform shall be deemed to constitute the User's acceptance of the revised Platform Terms.
- 4.2. **Change in the Platform.** SBIDM may, from time to time and without any prior notice, modify, suspend or discontinue, remove any portion of the Platform, information or any materials made available on the Platform (whether in whole or part) for any reason.

5. INTELLECTUAL PROPERTY RIGHTS

- 5.1. **Intellectual Property Rights.** Where used in these Platform Terms, "**Intellectual Property Rights**" shall mean any patent, right to invention, copyright, trademark, service mark, trade secret, trade dress, mask work, moral right, right of attribution or integrity, business names and domain names, goodwill and the right to sue for passing off or unfair competition, rights in computer software, database rights, right to use and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property or proprietary right arising under the laws of any jurisdiction (including, without limitation, all claims and causes of action for infringement, misappropriation or violation thereof and all rights in any registrations and renewals), which subsist or will subsist in the future in any part of the world, and whether registered or unregistered (including any applications and rights to be granted, renewals or extensions of, and right to claim priority from, such rights).
- 5.2. **Ownership to the Platform.** All rights, title and interest in and to the Platform, including any Intellectual Property Rights evidenced by or embodied in, attached, connected and/or related to the Platform, and any and all improvements and derivative works thereof are and shall remain solely owned by SBIDM. These Platform Terms do not convey any rights, title and interest in and to the Platform to the User other than a limited license to use the Platform in accordance with these Platform Terms.
- 5.3. **License to Access and Use the Platform.** Subject to compliance with these Platform Terms and payment of all applicable fees, SBIDM hereby grants the User a limited, non-exclusive, royalty-free, non-transferable, non-sublicensable licence to access and use the Platform in accordance with (a) these Platform Terms; (b) any applicable laws; and (c) any guidelines, notices or policies issued by SBIDM from time to time.
- 5.4. **The User must keep security credentials safe.** The User must ensure that any security credentials used to authenticate any access to the Platform are known only the User; and the Platform can only be accessed by the User and all devices used by the User to access the Platform are appropriately protected from access by any unauthorised persons. Revealing any security credentials to anyone may result in unauthorised transactions being processed and the User will be solely responsible for them.

- 5.5. **Feedbacks.** If SBIDM receives any feedback (including questions, comments, suggestions or any other form of communications) ("**Feedback**") regarding the Platform or any information/materials available on the Platform, all rights including Intellectual Property Rights in such Feedback belong exclusively to SBIDM and shall be considered as SBIDM's proprietary information. The User agrees to the aforementioned and hereby irrevocably and unconditionally transfer and assign all Intellectual Property Rights the User may have in any Feedback and waive any and all rights (including any moral rights) the User may have in and to any Feedback. SBIDM may utilise any Feedback in any way SBIDM sees fit.
- 5.6. **Cost and Equipment.** The User shall be solely responsible, at the User's own cost and expense, for the provision of all equipment, software, systems and facilities which are necessary for the User to access and use the Platform.

6. RESTRICTIONS ON USE

- 6.1. **General Restrictions on the Use of Platform.** The User will not, and will not authorise or assist others to do any of the following:
- (a) circumvent, disable or otherwise interfere with security related features of the Platform or features that enforce limitations on the Platform;
 - (b) disassemble, reverse engineer, modify, translate, alter or decompile all or any portion of the Platform or otherwise reconstruct or discover the source code of the Platform or interfere or attempt to interfere with the proper workings of the Platform;
 - (c) modify, adapt, alter, translate or incorporate into or with other software or create derivative work of any part of the Platform;
 - (d) use or upload in any way, any software or materials that contains or may contain virus or other malicious, destructive or corrupting code, agent, program or macros (including those which may corrupt any data on the Platform or damage or interfere with the operation of the Platform or another user's site or device);
 - (e) post, promote or transmit any materials or information through the Platform which are or may be illegal, misleading, incomplete, erroneous, offensive, indecent, defamatory or which may not be lawfully disseminated under applicable laws;
 - (f) provide services to third parties through the Platform, unless with the prior written consent of SBIDM;
 - (g) distribute, copy, rent, lease, sublicense, assign, transmit, sell or otherwise any of your rights under these Platform Terms;
 - (h) violate or abuse any security credentials granting access to the Platform;
 - (i) use the Platform in any unlawful manner or in breach of these Platform Terms; and
 - (j) use the Platform in order to conduct any comparison, competitive analysis, penetration testing, vulnerability assessment or other benchmarking activities, either alone or in connection with any other services.
- 6.2. **Restriction on Use of Trademarks.** All trademarks, service marks, trade names, and logos displayed on the Platform or any materials obtained from the Platform are proprietary to SBIDM and/or their respective owners. Nothing contained in these Platform Terms should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any trademark displayed on the Platform or any materials obtained from the Platform without SBIDM's prior written consent or the prior written consent of such other third party that may own the trademark displayed on the Platform or any materials obtained from the Platform.
- 6.3. **Restriction on Use of Images.** The use of the images displayed on the Platform or any materials obtained from the Platform by the User, or anyone else authorized by the User, is prohibited. Any unauthorized use of the images may violate copyright laws, trademark laws, and the laws of privacy and publicity, and communications, as well as other regulations and statutes. If the User downloads any information from the Platform, the User agrees that the User will not copy it or remove or obscure any copyright or other notices or legends contained in any such information.
- 6.4. **Restriction on Use of Content.** Any material or content published on the Platform is owned or licensed by SBIDM and its third-party information providers and is protected by applicable copyrights, trademarks, service marks, and/or

other intellectual property rights, and constitutes confidential information of SBIDM or such third party information providers. Accordingly, the User may not copy, distribute, modify, post, frame or deep link the Platform, including any materials, text, graphics, video, audio, software code, user interface design or logos. The User may download materials or content displayed on the Platform for the User's own use provided that the User also retain all copyright and other proprietary notices contained on the materials or content. The User may not distribute, modify, transmit, reuse, repost, or use the content of the Platform for public or commercial purposes, including all text, images, audio, and video, without SBIDM's prior written permission.

7. PLATFORM FEES

- 7.1. **Fees applicable to the Platform.** The fees that apply to the Platform ("**Platform Fees**") are described (a) on the Platform; (b) on the website of SBIDM; (c) in any fee addendum; or (d) such other means as determined by SBIDM and notified to the User in writing. Changes to the Platform Fees will be made in accordance with Clause 3.1 of these Platform Terms.
- 7.2. **Method of payment of Platform Fees.** The User authorises SBIDM to deduct all Platform Fees owed to SBIDM directly from any amount paid to or held by SBIDM on the User's behalf and undertakes to pay SBIDM all amounts set out in any invoice issued by SBIDM to the User in full within such due date indicated in the invoice ("**Payment Date**"). Any and all amounts deducted by SBIDM or otherwise paid to SBIDM under these Platform Terms are non-refundable under any circumstances. If SBIDM is required to take additional steps to recover any outstanding amounts due to SBIDM, SBIDM may charge the User for the costs actually incurred by SBIDM in recovering such sums from the User.
- 7.3. **Finance Charge.** The User shall pay SBIDM a finance charge of two per cent (2%) per month (or the highest rate permitted by applicable laws, whichever is lower) ("**Finance Charge**") on any amount unpaid from the date such payment was due until the date payment in full is made. The User will be responsible for all expenses incurred by SBIDM in collecting such outstanding amount. The User further agrees that the Finance Charge constitutes a fair and reasonable determination of the amount of actual damages which would be suffered by SBIDM in such event and that the Finance Charge does not constitute a penalty imposed by SBIDM on the User.
- 7.4. **Set-Off.** SBIDM may from time to time, without notice, set-off or deduct by whatever means the whole or any part of the User's liabilities (whether such liabilities are present, future, actual or contingent or potential, liquidated or unliquidated and irrespective of the currency of their denomination) against any amounts (i) held by SBIDM on the User's behalf, or (ii) owed by SBIDM to the User under any other terms and conditions and/or agreement.
- 7.5. **Amount payable exclusive of Taxes.** All Platform Fees, and any other amounts due to SBIDM shall be paid by the User in full without any deductions (including deductions in respect of applicable tax, bank charges and/or duties). Any tax payable in respect of any payments made (other than tax payable on SBIDM's net income, profits or gains) shall be borne by the User.

8. EXCLUSION OF WARRANTIES AND DISCLAIMER

- 8.1. **Exclusion of Warranties.** All information, materials and any availability to access and use the Platform are provided "AS IS" without warranties of any kind, either expressed or implied. To the fullest extent permissible by applicable laws, SBIDM disclaims all warranties, including but not limited to, any warranty of non-infringement of third party rights and any implied warranties of merchantability and fitness of a particular purpose. SBIDM does not warrant, either expressly or impliedly, the accuracy or completeness of any information, text, graphic, links or other items contained on the Platform and do not warrant that the functions on the Platform will be uninterrupted, error free, that defects will be corrected or that the Platform will be free of viruses or other harmful components. SBIDM also expressly disclaim all liability for errors and omissions in the materials on the Platform and for the use or interpretation by others of information or materials contained on the Platform.
- 8.2. **Disclaimer.** Nothing contained on the Platform constitutes tax, accounting, regulatory, legal, insurance or investment advice. Neither the information, nor any materials, contained on the Platform constitutes a promotion, recommendation, solicitation or offer by SBIDM or any of SBIDM's affiliates to buy or sell any capital markets products, other financial instruments or services, nor shall any such capital markets products, other financial instruments or services be offered or sold to any person in any jurisdiction in which such offer, solicitation, purchase, or sale would be unlawful under the securities laws of such jurisdiction. No consideration has been given to the specific investment objective, financial situation and particular needs of any person, and no information on the Platform should be used as a substitute for any form of advice. The User should seek the User's own independent financial, legal, regulatory

tax or other advice before making an investment and the User is solely responsible for any decision the User makes based on information contained on the Platform.

9. LINKS TO THIRD PARTY SITES AND THE PLATFORM

- 9.1. **Link to Third Party Sites.** Where the Platform contains any link to any site operated by a third party (“**Third Party Site**”), SBIDM does not have any control over such Third Party Site, the contents therein or the products and/or services offered and the existence of such link does not constitute SBIDM’s endorsement of any content, products and/or services provided on or via such Third Party Site or the operator of such Third Party Site. The User’s access and use of such Third Party Site is entirely at the User’s own risk. SBIDM does not accept any responsibility or liability for the content, use or availability of such Third Party Site or for the relevance, timeliness, accuracy, adequacy, completeness or reliability of any content, products and/or services provided on or via such Third Party Site. SBIDM makes no representation or warranty as to having reviewed or verified the relevance, timeliness, accuracy, adequacy, commercial value, completeness or reliability of the content, products or services of any Third Party Site.
- 9.2. **Link to The Platform.** Links to the Platform or any materials published on the Platform are not permitted without SBIDM’s prior written consent.

10. PRIVACY POLICY

- 10.1. **Privacy Policy.** SBIDM may collect some Personal Data about the User or a User Representative as the user of the Platform. For information regarding how SBIDM process Personal Data, please see SBIDM’s privacy policy published at [Privacy Policy – SBI \(sbidm.com\)](#).

11. INDEMNITY

- 11.1. **Indemnification.** The User will indemnify, defend and hold SBIDM harmless from and against any damages, awards, settlement amounts, fines, penalties, costs, fees and expenses (including, but not limited to, reasonable attorney’s fees and expenses) or other liabilities or losses of any kind whatsoever that SBIDM may sustain, or incur, directly or indirectly in connection with SBIDM’s access and use of the Platform.

12. SUSPENSION AND TERMINATION

- 12.1. **User Obligation to Suspend Access to the Platform.** The User must suspend any access and use of the Platform and notify SBIDM immediately if the User believes the security of the Platform has been compromised (for example, if an unauthorised User Representative or a third party has gained access to any security credentials and/or the Platform). The User may be asked to provide details of the issues reported by the User, and any supporting documentation. If the User has not suspended access to the Platform, SBIDM may suspend it after receipt of notification from the User and successful verification of the User’s identity.
- 12.2. **User Suspension or Termination Rights.** The User may suspend or terminate the User’s ability to access and/or use the Platform, in whole or in part, at any time by exercising any of the User’s termination right under the relevant Terms and Conditions. Where applicable, the User may also suspend or terminate any User Representative’s ability to access or use the Platform, in whole or in part, by providing SBIDM a written notice.
- 12.3. **SBIDM Suspension or Termination Rights.** SBIDM may suspend or terminate the User’s or where applicable, a User Representative’s ability to access and/or use the Platform, in whole or in part, at any time by exercising any of our termination right under the relevant Terms and Conditions.

13. SUSPENSION AND TERMINATION

- 13.1. **No Liability.** SBIDM will not be liable to the User for any lost profit, revenue, goodwill or indirect, special, incidental, consequential, cover, business interruption or punitive damages arising out of or related to the Platform or these Platform Terms whether an action is in contract or tort and regardless of the theory of liability, even if such party has been advised of the possibility of such damages or if such party’s remedy otherwise fails of its essential purpose.
- 13.2. **SBIDM liabilities.** To the extent permitted by applicable laws and save where any Losses suffered by the User are caused by fraud, gross negligence or wilful default solely attributable to SBIDM, SBIDM will not be liable to the User under the Platform Terms.

- 13.3. **Liability cap.** In no event shall SBIDM's aggregate liability, arising out of the Platform Terms exceed the total Platform Fees paid by the User under these Platform Terms for the preceding twelve (12) months from the date giving rise to such Claim (or if such event occurs within the first twelve (12) months from the date the User first accesses and uses the Platform, the average Platform Fees paid by the User to SBIDM on monthly basis multiplied by twelve (12)). The foregoing shall apply whether an action is in contract or tort and regardless of the theory of liability.
- 13.4. **Acknowledgement.** The parties acknowledge and agree that the exclusion and limitation of liability in this Clause 13 is reasonable having regard to all relevant factors, including the nature and cost of the Services provided and the allocation of risk and liability between the parties.

14. FORCE MAJEURE

- 14.1. **Force Majeure.** SBIDM shall not be required to perform any obligation under these Platform Terms and shall not be liable for any delay in performance or non-performance, in whole or in part, if such non performance or delay is due to circumstances beyond SBIDM's control, including acts of God, acts of government, flood, fire, earthquakes, civil unrest, pandemics, epidemics, quarantines, acts of terror, strikes or other labor problems, regional shortage of adequate power or telecommunications or transportation, internet or other service disruptions involving hardware, software or power systems not within SBIDM's possession or control, and denial of service attacks.

15. ASSIGNMENT AND SUBCONTRACTING

- 15.1. **Assignment and Subcontracting by SBIDM.** SBIDM may (a) subcontract our obligations; and (b) novate or assign any of our rights and obligations under these Platform Terms to any third party without prior notice or consent.
- 15.2. **No Assignment and Subcontracting by User.** The User may not subcontract, assign or novate the User's rights and/or obligations under these Platform Terms.

16. Notice

- 16.1. **Notices.** All notices, requests, demands, or other communications under the Platform Terms ("**Notices**") must be in English and in writing, and served by hand, post or email transmission. Notices will be deemed to have been duly given when: (i) if personally delivered to the recipient, on the date in which it is delivered, (ii) if sent by reputable overnight or international delivery service (delivery charges prepaid), on the date in which it is delivered, (iii) if mailed by certified mail, return receipt requested (postage pre-paid), on the date in which it is delivered, or (iv) if delivered by email, on the date in which it has been sent by the sender (provided that the sender does not receive a notification that the email was not received by the recipient).
- 16.2. **Addresses for notices.** All Notices must be sent to a party's address or email address that has been provided to the other party in writing from time to time. In the case of the User, all Notices will be delivered by SBIDM to the address or email address provided by the User in any of the following documents submitted to SBIDM, whichever is later: (a) the application form; (b) any fee Addendum or (c) change of details form.

17. Dispute Resolution

- 17.1. **Dispute notice.** Without prejudice to either party's rights or remedies under these Platform Terms, if any party (each a "**Disputing Party**") brings a dispute against the other party arising out of or in connection with these Platform Terms ("**Dispute**"), such Disputing Party shall give to the other party a written notice of the Dispute, setting out the nature and full particulars of such Dispute ("**Dispute Notice**"). Following service of the Dispute Notice, the parties shall attempt to resolve the Dispute in good faith.
- 17.2. **Resolution period.** If the parties are unable to resolve the Dispute within thirty (30) days of service of the Dispute Notice or such other period as mutually agreed between the parties ("**Negotiation Period**"), either party shall be entitled to commence proceedings, subject to Clause 18 below.
- 17.3. **Settlement.** If the Dispute is resolved within the Negotiation Period, any settlement shall be recorded in writing and signed by the authorised representative of each party.

18. Governing Law and Jurisdiction

- 18.1. **Governing law.** These Platform Terms shall be governed by and construed in accordance with the laws of Singapore.
- 18.2. **Jurisdiction.** Subject to Clause 17, the parties agree that any dispute arising out of or in connection with these Platform Terms, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by the courts in Singapore.

19. MISCELLANEOUS

- 19.1. **Titles and headings.** Titles, captions and heading are included in these Platform Terms for reference only and will be disregarded in interpreting or construing these Platform Terms.
- 19.2. **Entire agreement.** The Platform Terms, the Terms and Conditions and the Privacy Policy contain the entire understanding of the parties hereto with respect to the Platform and supersede all prior agreements and understandings, whether written or oral.
- 19.3. **Further assurances.** The User shall, at SBIDM's request, execute or procure the execution of such documents and do or procure the doing of such acts or things as SBIDM may reasonably require for purposes in connection with the Platform Terms, any Terms and Conditions and the Privacy Policy.
- 19.4. **Severability.** Any term or provision of these Platform Terms that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions of these Platform Terms or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.
- 19.5. **No waiver.** Failure to exercise or enforce any right or provision of these Platform Terms shall not constitute a waiver of such right or provision. The parties intend these Platform Terms to be construed without regard to any presumption or rule requiring construction or interpretation against the Party drafting an instrument or causing any instrument to be drafted.
- 19.6. **Independent contractors.** The relationship between the parties shall be that of independent contractors. Nothing in these Platform Terms shall be construed to create the relationship of employer and employee, a joint venture, a partnership or joint association between the parties. Further, nothing in these Platform Terms, the activities contemplated hereunder or any other matter shall give rise to any fiduciary, trustee or equitable duties on SBIDM's part in favour of the User.
- 19.7. **No third party beneficiaries.** Save for SBIDM Affiliates, no other person will have any right whatsoever to enforce these Platform Terms or have the benefit of any of its terms.
- 19.8. **Non-exclusive.** SBIDM grants the User access and use of the Platform on a non-exclusive basis. SBIDM shall be permitted to grant the access and use of the Platform to such other persons as SBIDM in its absolute discretion deems fit and be duly paid or compensated therefor and SBIDM shall not be liable or under any obligation:
- (a) to account to the User for any benefit received by SBIDM for providing granting the access and use of the Platform to others; or
 - (b) to disclose to the User any fact or thing which may come to the notice of SBIDM in the course of granting the access and use of the Platform to others or in the course of the business in any other capacity or in any manner whatsoever.