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**Terms and Conditions Governing the Free Australia Live Prices 2023**

1) The Free Australia Live Prices Promotion 2023 (the “Promotion”) is valid from 1 March 2023 till 31 December 2023, both dates inclusive (the “Promotion Period”). By participating in this Promotion, you agree to be bound by these Terms and Conditions.

2) Subject to these terms and conditions and provided that the conditions set out below are fulfilled, each customer is entitled to receive:

Complimentary access to live prices for the Australia market as displayed on the iOCBC platform (“Free Australia Live Prices”)

3) To be eligible for Free Australia Live Prices, the following conditions must be fulfilled:

- (a) Customers must maintain SGD 300 brokerage or more in the Australia market from March 2023 to December 2023 to be eligible for free Australia live price feed the following month. I.e. Customers who maintain SGD 300 brokerage or more in the Australia market in March 2023 will automatically have Australia live price feed access on iOCBC in April 2023, and so on;
- (b) Only individual and joint accounts held or opened by retail customers with OSPL (“Customers”, and each a “Customer”) are eligible for the Promotion. Corporate accounts are not eligible for the Promotion.
- (c) Only Non-Professional Subscribers (“NPI”) are eligible for this Promotion. For avoidance of doubt, a Non-Professional Subscriber is any natural person who is NOT:
  - i. Anybody registered with any securities agency, regulatory or self-regulatory body;
  - ii. Anybody engaged in a financial services business or employed as a financial adviser;
  - iii. Anybody accessing or using the Information other than for personal use relating to their own investment portfolio;
  - iv. Anybody accessing the Information in the course of their employment or in connection with any form of trade or business;
  - v. Anybody engaged in the business of accessing or aggregating information and redistributing or otherwise furnishing that information to third parties;
  - vi. If the Subscriber Agreement between the End User and the Nominated Third Party (“NTP”) is signed in a name other than the name of the End User in their personal capacity;
  - vii. The definition of NPI should be construed as allowing natural persons associated with non-commercial organisations (such as family investment trusts, self-managed super funds, and investment clubs), to access the Information at the Non-professional Continuous Enquiry Fee. Please note that the non-commercial organisation itself cannot be construed as an NPI, nor can any professional staff paid to support its activities – e.g. lawyers, accountants, administrative staff etc.
- (d) All other persons who do not meet the definition of Non-Professional Subscriber in clause 3(c) above are deemed as Professionals and will not be eligible for this Promotion. Customers are to ensure that their status is properly updated in our records to be eligible for the Promotion.

- 4) OSPL is entitled to reject any requests for Free Australia Live Prices without any obligation to furnish any reasons for such rejection.
- 5) The monthly Free Australia Live Prices will be activated on the 4<sup>th</sup> working day of the month and will be valid till the 3<sup>rd</sup> working day of the following month.
- 6) Customers will be disqualified for the Promotion if:
  - a) his/her own account opened with OSPL is/are suspended/closed before the Promotion is given;
  - b) any of his/her accounts with OSPL is/are reported for delinquency; or
  - c) he/she has outstanding contra losses with OSPL which are overdue for more than 21 calendar days
- 7) If any eligible Customer is subsequently discovered to be not entitled or ineligible to participate in the Promotion, OSPL reserves the right to (i) forfeit, withdraw or withhold the Promotion at any time; or (ii) (where the Promotion have been awarded and/or utilised) reclaim the relevant Promotion or request the relevant Customer to repay to or compensate OSPL for the relevant Promotion at any time. No person shall be entitled to any payment or compensation from OSPL should any Promotion be forfeited, withdrawn, withheld or if any Promotion is reclaimed by OSPL or a Customer is asked to repay to or compensate OSPL the relevant Promotion for whatsoever reasons.
- 8) OSPL may, at any time at its absolute discretion, without notice or assigning any reason therefore, (a) change the terms of the Promotion and/or the duration of the Promotion Period; or (b) replace or substitute the Promotion with any other prize/gift. OSPL may also at any time at its sole and absolute discretion, without notice or assigning any reason therefore, terminate the Promotion or vary, supplement, amend or modify any one or more of these terms and conditions in any manner as it shall deem fit. OSPL shall not be liable to any person for any claims, costs, expenses, loss or damage suffered by any person as a result of the aforementioned matters.
- 9) The Promotion is strictly not transferable to any party whatsoever. Further, the Promotion is also not exchangeable for cash, other form of credit, or otherwise unless otherwise permitted by OSPL in its sole and absolute discretion.
- 10) Participants in the Promotion will not be eligible to participate in other promotions conducted by OSPL unless otherwise approved by OSPL.
- 11) OSPL shall not be responsible for any loss to or damage incurred or suffered by any Customer or any other person in connection with the Promotion, howsoever arising, including, without limitation, any error in computing trade commissions and trades, any breakdown or malfunction in any computer system or equipment or any notice which is misdirected or lost in the post.
- 12) The eligibility of each Customer to participate in the Promotion and/or to receive the Promotion shall be determined at the absolute discretion of OSPL. The decision of OSPL on all matters relating to the Promotion shall be final and no correspondence or queries will be entertained.
- 13) In the event of any inconsistency between these terms and conditions and any brochure, marketing or promotional material relating to the Promotion, these terms and conditions shall prevail.
- 14) These terms and conditions shall be governed by the laws of Singapore and the participants in the Promotion irrevocably submit to the non-exclusive jurisdiction of the courts of Singapore.
- 15) A person who is not a party to any agreement governed by these terms and conditions shall have no right under the Contracts (Rights of Third Parties) Act (Cap 53B) to enforce any of these terms and conditions. Without prejudice to the generality of the above, the consent of any third party is not required for any variation (including any release or compromise of any

liability) or termination of these terms and conditions, notwithstanding any term herein to the contrary.

- 16) Without prejudice to these terms and conditions, all participants in the Promotion expressly and irrevocably permit and authorise OSPL to disclose, reveal and divulge information regarding their particulars to the parties involved in organising, promoting and conducting the Promotion.

**Important Notes**

Trading in capital markets products and borrowing to finance the trading transactions (including, but not limited to leveraged trading or gearing) can be very risky, and you may lose all or more than the amount invested or deposited. Where necessary, please seek advice from an independent financial adviser regarding the suitability of any trade or capital markets product taking into account your investment objectives, financial situation or particular needs before making a commitment to trade or purchase the capital markets product. In the event that you choose not to seek advice from a financial adviser, you should consider whether the capital markets product is suitable for you. You should consider carefully and exercise caution in making any trading decision whether or not you have received advice from any financial adviser.