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**Terms and Conditions governing the Complimentary SGX Market Depth promotion 2021**

1. Employees, Remisiers, and Account Executives of OCBC Securities Private Limited (“OSPL”) and their immediate family members are not eligible to participate in the Complimentary SGX Market Depth 2021 promotion (the “Promotion”).
2. The Promotion is valid from 3 May 2021 to 30 June 2022, both dates inclusive (the “Promotion Period”).
3. All accounts including individual, joint and corporate accounts are eligible for the Promotion.
4. Subject to these terms and conditions and provided that the conditions set out in Clause 3 are fulfilled, Customers who already have OSPL accounts and access to iOCBC by 3 May 2021 will have their complimentary subscriptions to SGX Market Depth (the “Subscriptions”) activated by 3 May 2021. Customers who successfully open their OSPL accounts after 3 May 2021 will have their subscriptions activated 1 day after the availability of their online access.
5. OSPL reserves the right to amend the above dates without prior notice. OSPL shall not be liable to any person for any claims, costs, expenses, loss or damage suffered by any person as a result any changes. Regardless of when the subscriptions are activated, the subscriptions will be deactivated on 30 June 2022. Once the subscriptions are deactivated, Customers will only be able to access SGX Market Depth on a paid subscription basis at the prevailing rate at that point in time by submitting a request to OSPL.
6. OSPL shall have the right to disqualify a Customer from the Promotion, and/or terminate the Subscriptions, including in the following situations:
  - a) his/her account(s) opened with OSPL is/are closed before the Subscriptions are given;
  - b) any of his/her accounts with OSPL is reported for delinquency; or
  - c) he/she has outstanding contra losses with OSPL which are overdue for more than 21 calendar days.
7. OSPL shall not be responsible or liable for any error, failure, or delay of transmission of the SMS resulting in delayed or failed Subscriptions.
8. OSPL shall not be responsible or liable for any errors in the account number stated in the SMS resulting in delayed or failed Subscriptions.
9. If any Customer is subsequently discovered to be not entitled or ineligible to participate in the Promotion or to receive the Subscriptions, OSPL reserves the right to (i) forfeit, withdraw or withhold the Subscriptions at any time or (ii) (where the Subscriptions have been awarded and/or utilised) reclaim the Subscriptions, or request the relevant customer to repay to or compensate OSPL for the Subscriptions at any time. No person shall be entitled to any payment or compensation from OSPL should any Subscription be forfeited, withdrawn, withheld or if any Subscription is reclaimed by OSPL or a customer is asked to repay to or compensate OSPL the value of a Subscription for whatsoever reasons.
10. OSPL may, at any time at its absolute discretion, without notice or assigning any reason therefore, (a) change the term of the Subscriptions or (b) replace or substitute the Subscriptions with any other 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.
11. OSPL hereby disclaims liability for any information, materials, products or services posted or offered in connection with any of the Subscriptions. OSPL does not endorse or recommend any product or service offered or information in relation to the Subscriptions or information fed by third parties (including but not limited to stock quotes and foreign exchange rates), nor is OSPL liable for any failure of products or services offered or advertised in connection with any of the Subscriptions.
  12. The Subscriptions are strictly not transferable to any party whatsoever. Further, the Subscriptions are not exchangeable for cash, other form of credit, or otherwise.
  13. 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 or the Subscriptions, howsoever arising, including, without limitation, (i) any act or omission relating to any participation by any Customer howsoever caused, and (ii) any error in computing eligibility, any breakdown or malfunction in any computer system or equipment or any notice which is misdirected or lost in the post.
  14. The eligibility of each Customer to participate in the Promotion and/or to receive the Subscriptions 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.
  15. 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.
  16. These terms and conditions shall be governed by the laws of Singapore and the participants in the Promotion hereby irrevocably submit to the exclusive jurisdiction of the courts of Singapore.
  17. 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.
  18. All participants in the Promotion expressly 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 securities 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 investment product taking into account your investment objectives, financial situation or particular needs before making a commitment to trade or purchase the investment product. You should consider carefully and exercise caution in making any trading decision whether or not you have received advice from any financial adviser. No representation or warranty whatsoever (including without limitation any representation or warranty as to accuracy, usefulness, adequacy, timeliness or completeness) in respect of any information (including without limitation any statement, figures, opinion, view or estimate) provided herein is given by OSPL and it should not be relied upon as such. OSPL does not undertake an obligation to update the information or to correct any inaccuracy that may become apparent at a later time. OSPL shall not be responsible for any loss or damage howsoever arising, directly or indirectly, as a result of any person acting on any information provided herein. The information provided herein is intended for general circulation/discussion purposes only and may not be published or circulated in whole or in part without our written consent. All trademarks, registered trademarks, product names and company names or logos mentioned herein are the property of their respective owners, and you agree that you will not do anything to infringe or prejudice those rights. Reference to any products, services, processes or other information, does not constitute or imply endorsement, sponsorship or recommendation thereof by OSPL.