



Maybank Goal-Based Investment Terms and Condition of Use

You understand and acknowledge that any projection, simulation or other information provided by Maybank Goal-Based Investment service is not part of the prospectus (or supplementary prospectuses, if any) of any investment. It is essential that you read the prospectus (include supplementary prospectus, if any) of each and every individual investment and to seek independent expert advice before deciding whether or not to invest.

1) Definitions

In these Terms and Conditions, unless the context requires otherwise, references to "you" are references to the Customer.

In these Terms and Conditions, unless the context otherwise requires, the following expressions shall have the meanings respectively ascribed to them:

The term "Bank" means Maybank Singapore Limited. The term "Bank Group" means the Bank and any "subsidiary" and/or "related corporation" of the Bank as defined in the Companies Act 1967 of Singapore.

The term "Customer" means any person who is a customer with the Bank and user of the Service.

The term "Internet Banking Service" means the service provided by the Bank hereunder, through which the Customer may have electronic access to, and use of, such banking service as the Bank may approve via the Internet or via any wide area network, Intranet, mobile devices or other electronic link, and includes without limitation, the Bank's mobile banking services.

The term "Investment" means any investment product purchased through the Service, including a portfolio of investment products.

The term "Maybank Goal-Based Investment Service" or "Service" means the tool (by whatever name designated and presently known as Maybank Goal-Based Investment) provided on the Bank's website or apps that allows users to simulate their goals, and optionally to purchase investments through this Service.

2) General

By accessing the Service, you agree to be bound by these Terms and Conditions of Use and the Terms and Conditions of Internet Banking Services without limitation or qualification. If you do not accept these terms and conditions, you agree that you should immediately discontinue your access to Internet Banking Service and/or use of the Service. The general [Terms and Conditions of Internet Banking Service](#), as found at www.maybank2u.com.sg, shall hereby be incorporated into these Terms and Conditions of Use of the Service. In the event of conflict between the general Terms and Conditions of Internet Banking Service and these Terms and Conditions of Use, the latter will prevail.

Maybank Goal-Based Investment or the Service does not provide anything that can or should be viewed as "advice". You agree and are aware that (i) the Bank, does not provide any financial advice via Maybank Goal-Based Investment or the Service; (ii) you are encouraged to seek your



own independent financial advice and conduct your own independent judgement; (iii) the Bank does not have and will not have undertaken any fiduciary or other duty of care or skill to you; and the Bank assumes no responsibility or liability for any consequences, financial or otherwise, arising from any arrangement or entrance into any transaction in reliance on the information contained or generated by Maybank Goal-Based Investment or provided through the Service; (iv) in the event that you choose not to seek advice from an independent financial advisor, you should carefully consider whether the product is suitable for you; and (v) you are fully responsible for each of your investment decisions, including whether the specific investment is suitable for you.

The content of the Maybank Goal-Based Investment and its results are for general information only, do not bind the Bank, and do not constitute an offer, recommendation or solicitation of an offer to subscribe to or enter into any transaction described therein.

3) **Not Financial Planning, Fund Management nor Investment Advice**

The Service is not an analysis of your financial circumstances, nor is it a plan to meet your investment objectives. No representations, warranties or guarantees are made as to the accuracy, completeness, applicability or timeliness of the results of this Service, nor of any of the information contained therein. The Bank accepts no liability for any damages or costs of any type arising from your use of this Service.

This Service provides proposals to you on available types of Investments (and proposed allocations of such Investments) for your consideration based solely on information provided by you to the Bank such as your goals, Risk Profile Questionnaire (RPQ), customer knowledge assessment (CKA) and the eventual date by which you hope to achieve those goals in relation to the Service. You are under no obligation whatsoever to accept any of these proposals. As these proposals are presented for your consideration only, the Bank will not monitor the subsequent performance of the Investments on your behalf, nor will the Bank be responsible for advising you on whether the Investments continue to be suitable for achieving your goals.

Nothing in the Service is to be treated as a proposal by the Bank to provide a fund management service (except insofar as the Investments available for purchase are unit trusts managed by third party fund managers), investment advice or any other form of advice. You must seek your own independent advice before deciding to enter into any transaction.

4) **Methodology**

The Service will first request you to select the type of goal that you wish to plan and simulate. You can choose from the following types of goals:

- Retirement goal – save and invest for retirement
- Education goal – save and invest for your child's education
- Grow My Wealth goal – save and invest to accumulate wealth
- Income goal – save and invest to receive cash payouts

You are then requested to input various information that is relevant to the type of goal selected. This information is used by the Service to estimate your future financial needs based on the goal selected. Subject to your risk profiling, you may customise the risk level you wish for the goal. The higher the risk level you choose, the higher the potential returns. But this may lead to higher



potential losses as well, which include losses to your principal. You can adjust the projected rate of returns as you deem fit. You acknowledge that you have to answer the risk profiling questionnaire truthfully in order to obtain the most appropriate reflection of your risk profile, and choose a risk level that is suited to your risk profile.

Because investing involves risk, there are different ranges of outcome that may occur due to different economic conditions. As such, you may end up with more or less money than initially expected. The Service compromises by taking the most likely scenario and uses that as a basis for calculation of the monthly investment amount. You may also adjust the information that you have input into the Service to assess the impact of such changes to the outcome of the model.

You can select on a list of investment products provided on the Service. If there are any reservations regarding the investment products, you have to seek appropriate and independent professional advice before deciding to make any transactions.

While reasonable effort has been taken by the Bank in the design and implementation of the Service, nonetheless this tool is provided on an "as is" and "as available" basis. The Bank does not warrant, represent or guarantee the accuracy, completeness or timeliness of the methodology, nor of its applicability to your individual needs and circumstances.

The Bank does not warrant, represent or guarantee the accuracy or completeness of the methodology, and expressly disclaims liability for errors or omissions in its contents. Furthermore, nothing in this methodology shall be construed as overriding or modifying these Terms and Conditions of Use.

The selection of Investments available for purchase through the Service is based on the Bank's internal methodology for asset allocation and selection of Investments. Such methodology may wholly or in part be dependent on past information, as well as on other information available to the Bank. It is important to note that past information is not indicative of future performance. In addition, any estimates, forecasts, valuations, ratings or other information used (whether such information is developed internally by the Bank or obtained from third parties) are subject to significant uncertainties or potential error. As such, there is an inherent limitation to the methodology used, and the Bank does not warrant or represent the accuracy, completeness, timeliness or suitability of the methodology to anyone whatsoever.

The methodology used in the Service may be amended by the Bank at any time without prior notice, including changes to the methodology which may significantly affect the results of the Service. The Bank accepts no liability for any damages or costs of any type whatsoever arising from such change.

5) **Assumptions**

The Service methodology relies on various assumptions which are crucial to the mechanics of its operation and the validity of its results. Any inaccuracy or omission in such assumptions may result in a significant inaccuracy, error or bias in the Service results. Some of the assumptions used are listed here:

(a) General Assumptions:

- i. The goal target amount is adjusted for inflation and only an estimate based on the information provided by you, and is not a guarantee that this amount will be adequate to meet your future needs. You are responsible for independently verifying for yourselves the actual amount that you will need to meet the goal.
 - ii. The risk level is a measure of how much expected risk and return you are willing to accept in your investments. By default, the risk level is adjusted to your risk profile. You may still adjust the risk level of the goal according to your needs.
 - iii. The estimated range of potential returns are based on the risk level selected by you and can be adjusted by you. As this is an estimate based on historical data, it is not a guarantee of the future returns of the goal investment. As such, the actual performance of the goal may vary from the simulation provided to you.
 - iv. For a risk level, the expected risk and return of the investments are estimated based on the long-term historical risk and return of a set of benchmark indexes that represent each asset class. Note that these estimates are based on historical risk and return, they may not necessarily repeat in the future. It is assumed that the average value of the investments grows at the same expected rate of return every year. Any earnings (e.g. dividends or interest) are also assumed to be reinvested and to grow at this same average rate.
 - v. The subsequent suggested investment products as well as the expected risk and return may be updated from time to time. This will in turn cause a change in the projected future outcomes of the investments.
 - vi. Given the expected risk and return of the investments, the range of future outcomes is assumed to follow a particular statistical behaviour. This is theoretical in nature and the actual realised outcome may not necessarily follow this behaviour, which may lead to a different result compared to the simulated outcomes.
 - vii. The Service assumes that each goal has its own savings and investments dedicated to that goal. Any surplus or deficit in these investments versus the goal target amount is not offset against other goals, or against your other assets.
 - viii. It is assumed that the initial upfront savings amount as well as monthly savings are kept inside the investments that is dedicated to that goal, up to the target date. You should ensure that they have sufficient holding power or protection (e.g. insurance) to avoid liquidating or selling off the investments before your target date due to unexpected events.
- (b) Retirement Assumptions:
- i. You will save the monthly savings amount from the current date up until, and including, the age of retirement. After that, you will stop further savings and instead draw down your monthly expense amount every month until the end of the estimated life.

- ii. The value of the retirement investment is assumed to be zero (completely used up) by the end of the estimated life.
- iii. The retirement investment is assumed to be continuously invested in a conservative investment after retirement leading up to the end of the estimated life.
- iv. Unexpected expenses in retirement (e.g. medical emergencies) are not considered. You should ensure they have adequate protection (e.g. medical insurance) in case such events occur.

(c) Education Assumptions:

- i. Three factors are considered in estimating the goal target amount for education: level of education (university), area of studies (general or medicine), and country of education (local or foreign).
- ii. For university level, tuition fees for the top-ranked universities in each country were averaged in order to obtain a representative fee estimate for that country. An average of representative non-medical courses was obtained in order to estimate the cost of general studies.
- iii. Tuition fees and cost of living were considered for university studies. Other costs and fees (e.g. student fees, visa application fees etc.) were not included. For cost of living, third-party estimates for student costs are used as reference.
- iv. The estimated costs and fees are assumed to grow at an inflation rate as double to general inflation until the target date. Foreign costs and fees were converted to Singapore Dollars based on the Bank's counter rate, observed at the time the costs and fees were last updated. All estimates are revised and updated periodically.

This list is non-exhaustive and there may be assumptions which are not listed above, but which nonetheless have a significant impact on the results of the Service. The Bank does not warrant, represent or guarantee the accuracy, completeness or applicability of the assumptions used in the Service methodology. Furthermore, any of these assumptions may be changed by Maybank at any time without prior notice, including changes which may significantly affect the results of the Maybank Goal-Based Investment tool.

The accuracy and validity of the Service will also depend crucially on the inputs and information supplied by the user of this tool. Any inaccuracy or incompleteness of such information may result in significant inaccuracy, error or bias in the results of the Service. Furthermore, there may be additional relevant information, whether pertaining to your personal circumstances or otherwise, which is not captured in the inputs to the Service. The omission of such information may potentially result in an inaccuracy, error or bias in the results of the Service, or in the interpretation of such results.

In particular, the analysis provided by the Service, and the investment proposals suggested by the Service, are greatly dependent on your assumed risk profile and customer knowledge assessment outcome. You understand and acknowledge that:

- i. Such determination of your risk profile is only an estimation based on the information provided by you, and using the methodology selected by the Bank to assign your risk profile based on such information; and
- ii. It is possible to select a risk level for a specific goal simulated using the Service that is different from your own risk profile. In such case, the outcome for the goal may be significantly different from what would result if the goal reflected your risk profile. This includes the risk of significantly greater losses or volatility compared to an investment reflecting your risk profile.

It is also important to note that the projected future investment value in the goal simulation is calculated using an assumed rate of investment return based on the selected risk level. As this rate of return is only an assumption, the actual future realized value of the Investment will almost certainly be greater or less than the projected future investment value in the goal simulation, potentially by a significant amount. This potentially includes the possibility of losing some or all of the amount invested. The Bank does not warrant or represent that the assumed rate of return used in the goal simulation shall in fact be realized by the actual Investment in the future.

Any goal simulation provided by the Service, or any investment proposal suggested by the Service, is based on information available at the time such goal is created, or such investment proposal is provided to you. Any subsequent change in circumstances, including but not limited to changes in the goal assumptions, changes in your risk profile and/or changes in market conditions and the Investments, may result in such simulation or investment proposal no longer being appropriate. The Bank is not responsible for updating any information used, or any goal simulation or investment proposal, or for notifying you that such information, simulation or proposal is no longer appropriate.

The Bank may make use of information or analysis from either its own internal sources and/or supplied by third-parties in formulating the assumptions and inputs used in the Service. Neither Maybank nor these third-parties warrants, represents or guarantees the accuracy, completeness, applicability or timeliness of such information or analysis.

The assumptions used in the Service may be changed by the Bank at any time without prior notice, including changes which may significantly affect the results of the Service. The Bank accepts no liability for any damages or costs of any type whatsoever arising from such change. While reasonable effort has been taken by the Bank in the design and implementation of the Service, nonetheless this tool is provided on an "as is" and "as available" basis. The Bank does not warrant, represent or guarantee the accuracy, completeness or timeliness of the methodology, nor of its applicability to your individual needs and circumstances.

6) Limitation

You should be aware that the Service has its limitations, some of which are listed below:

- (a) The Service depends on the inputs provided by you. Incomplete or inaccurate inputs will lead to inaccuracy or bias in the results. Furthermore, there may be other factors which are not

taken into account by the Service, but which may be relevant to defining or achieving your goals.

- (b) Investing is inherently risky. While the Service assumes that on average, the investments grow at the expected rate of return input by you, the actual performance for any given year may be significantly greater or less than this average rate. In addition, there is always the possibility of unexpected events (e.g. 2008 Financial Crisis, 2019 Covid-19), which may cause a sudden extreme fall in the value of the investments. The impact of such events is especially severe when the goal target date is due to arrive soon, as there is less time for the investments to recover. You should pay close attention to the entire range of potential outcomes, and not just the average or best cases.
- (c) All estimates – whether it is your own inputs, the calculation of the goal target amount, or the projection of future investment outcomes – are subject to estimation error. For this reason, it is important for you to always be conservative when making your own estimates. Likewise, it is important for the user to have additional resources (e.g. insurance) to call upon in case of unexpected events.
- (d) The Service is not financial planning or investment advice. You should seek your own independent advice before deciding to invest, or before taking any other important actions.

7) **Data Protection and Use of Data**

You are required to review the Bank's [Data Protection Policy](http://www.maybank2u.com.sg) (available on www.maybank2u.com.sg) before making use of the Service. By using this Service, you agree and acknowledge that any information (including personal data) provided by you in the course of using this Service may be collected, stored and processed by the Bank in accordance with the terms of the Data Protection Policy. In particular, by using this Service, you agree and consent that this information provided by you may be used to (a) perform the Service analysis; (b) allow the Bank Group or its authorised representatives to review the information provided by you, as well as any results generated by the Service analysis; and (c) identify any products or services which may be of interest to you, as provided by Bank Group or its strategic partners, and that Bank Group may contact you either in person or via marketing communications regarding such matters.

You also hereby permit and authorise the Bank to disclose your particulars and accounts with the Bank and particulars of your transactions with or through the Bank to such persons/entity as the Bank thinks necessary, to facilitate your investments in the Bank, or otherwise required by law or any regulatory authority, including but not limited to the Monetary Authority of Singapore.

If you should withdraw your consent to any or all use of any personal data provided by you to the Bank, depending on the nature of the withdrawal request, the Bank may not be in a position to grant the Service to you. Such withdrawal may accordingly constitute a repudiatory breach of your obligations under these Terms and Conditions, and the Bank may terminate the Service without prejudice to the Bank's other rights and remedies at law against you.



8) Investing is Risky

You understand and acknowledge that investment in general is subject to risks, and may result in possible loss of some or all of the principal amount invested. You understand and acknowledge that the projections of potential future investment outcomes provided by the Service are neither a guarantee nor an indication of actual realised investment outcomes. In particular, you understand and acknowledge that the future actual realised investment outcome may be significantly less than the goal target amount, potentially resulting in a significant shortfall of funds relative to the goal target amount.

The probabilities associated with each potential future outcome are only estimates calculated in accordance with the methodology and assumptions contained in the Service. As such, these probabilities may be subject to significant inaccuracy, bias or error due to corresponding inaccuracies, biases or errors inherent in such methodology and assumptions. The Bank does not warrant, represent or guarantee the accuracy or applicability of these estimates.

The asset allocation used in the Service is only an assumption, and is not to be construed as investment advice, nor as any other form of advice. While each risk level (in conjunction with other relevant parameters) is associated with a specific asset allocation, the Bank does not warrant, represent or guarantee that such asset allocation is in fact appropriate for such risk level. As with all assumptions, the asset allocations may be changed by the Bank at any time without prior notice, including changes which may significantly affect the results of the Service. The Bank accepts no liability for any damages or costs of any type whatsoever arising from such change.

The Bank may change the asset allocation or investments available for purchase in the Service without prior notice or consent from you.

9) Amendments

You understand and acknowledge that the Bank may at its absolute discretion amend these Terms and Conditions of Use by giving you at least twenty one (21) days prior notice thereof. Once such notice has been provided, the Bank will treat your continued access to, and use of the Service, as acceptance of all such amendments.

10) Governing Law and Jurisdiction

The construction, validity and performance of these Terms and Conditions of Use shall be governed in all respects by the laws of Singapore including without limitation the provisions of the Evidence Act 1893 of Singapore and the Electronic Transactions Act 2010 of Singapore. You hereby submit to the non- exclusive jurisdiction of the Singapore courts.

11) Unit Trusts

Where the Investments made available for purchase through the Service are unit trusts, you acknowledge and agree that any purchase thereof shall be subject to the Bank's [Investment Services Agreement – Collective Investment Schemes](#) (available on www.maybank2u.com.sg).

12) Risk Disclosure.

- (a) General: You understand and acknowledge that there are risks to using this Service, and to purchasing and holding the Investments. The following is a non-exhaustive list of such risks, and should be read in addition to any risk disclosures contained in the prospectus or other offering documents relating to the Investments, on the Bank's website or apps, or as otherwise communicated to you whether by the Bank or otherwise.
- (b) Risks of Changes in Conditions: You understand and acknowledge that any change in current conditions could potentially affect the value of your Investment, or otherwise adversely affect your position. This includes, without limitation:
- i. A change in market conditions including but not limited to
 - (A) stock prices, exchange rates, interest rates, credit defaults and credit worthiness, commodity prices; and
 - (B) economic conditions such as growth, inflation and unemployment; or
 - (C) general market sentiment and market liquidity;
 - ii. Unexpected events including but not limited to political or other societal events, health crises and pandemics, wars, violence and civil unrest, or any other event, whether having general effect or specifically affecting you or your Investments;
 - iii. Events affecting your personal circumstances, including those which may require you to prematurely terminate your goals or to redeem your Investment at a disadvantageous time and price;
 - iv. Changes in fees charged by the Bank or the manager or provider of the Investment, where such change in fees have been provided for in these Terms and Conditions for Use, in the general terms listed on the Bank's website or apps, or in the prospectus or offering documents relating to the Investment;
 - v. Changes in taxes or other applicable government, regulatory or exchange charges, however described;
 - vi. Events specifically affecting the Investment, including events affecting the manager, provider or issuer of such Investment; or
 - vii. Events affecting the provider of the Service (i.e. the Bank).

It is your responsibility to assess the risks of such events prior to making any investment or other decision. In particular, you are required to read the prospectus or other offering document relating to the Investment prior to deciding to invest. The Bank is under no obligation to warn you of any specific actual, impending or potential change in conditions.

- (c) Risks of Market Information: The Bank may from time to time publish information (whether through the Service, on the Bank's website or apps, through email and other communications, or otherwise) relating to market conditions, current events, specific companies or industries, and/or to investment products (collectively the "Market

Information”). Such information may take the form of factual information and/or opinions and analysis, and may or may not relate specifically to your investment holdings. This information may be sourced from within the Bank or from third parties. Such information may also include graphs, diagrams or other images, as well as data used to construct such images or for other purposes related to providing the Service. Regardless of the form of such Market Information or how it is published, you understand and acknowledge the following:

- i. All such Market Information is provided on an "as is" and "as available" basis. Neither the Bank nor any third party providing such information warrants or represents the accuracy, completeness, timeliness or relevance of any such information to any persons whatsoever.
 - ii. Where the Bank or any other person uses data or other information as part of a calculation or analysis, or to generate graphs and charts or other presentation material, there may be a risk of error in such calculation, analysis or presentation. In addition, there may also be an inherent subjectivity in selecting the methodology or assumptions underlying such use of data.
- (d) Risks of Third Parties: In providing the Service, the Bank may rely on products or services provided by third parties. You understand and acknowledge that:
- i. The Bank may make use of software, hardware or other systems provided by third parties. Any error, failure or other disruption in these third party systems, or a premature termination of services provided by these third parties, may also result in a disruption in the provision of this Service.
 - ii. The Bank may make use of third party databases, or make reference to third party websites and other sources of information. These third party information sources are outside of the Bank’s direct control. Any inaccuracy, incompleteness, failure or lack of timely updating of these third party information sources may also result in a corresponding impact on this Service.
 - iii. The Bank may also provide access to electronic prospectuses or other offering documents through this Service. Subject to the provisions of any applicable regulatory guidelines, the Bank relies on the issuer of these offering documents to ensure the accuracy, completeness and timeliness of their contents.
- (e) Risks of Using the Internet: You understand and acknowledge that there are risks inherent to conducting transactions through the internet (whether accessed via browsers or through proprietary applications), including the use of this Service. These risks include, but are not limited to, the following:
- i. The Bank may use whatever authentication methods it deems appropriate. Nonetheless, there remains a risk of unauthorised access to your account. No authentication method or technology can ensure absolute security and no confidential information sent through the internet is completely secure.
 - ii. The internet is a public means of electronic communications, and as such is subject to potential instability or unreliability which may be beyond the Bank’s ability to control. In

particular, any information or transactions conducted over the internet may be subject to interruption or delay. Such interruption or delay may potentially affect the accuracy or success in transmission of such information or transaction. There may also potentially be an exposure of confidential information due to transmission error or interception by third parties.

- iii. While the Bank believe the information provided through the Service to be accurate, there may be a risk of delayed, interrupted or inaccurate information due to technical reasons or inaccuracies in source information provided by internal systems or by third parties.
- iv. When accessing the internet, there is a risk of exposure of your electronic device to viruses or other malicious or harmful software. Such software may potentially affect your use of this Service, including the risk of third parties gaining access to your account, funds or personal information. You are solely responsible for ensuring that all possible measures have been taken to secure your electronic device from such risks, including but not limited to the installation of reliable anti-virus software and ensuring that the browser or application by which you access the internet is kept up to date.

13) Representations and Warranties.

- (a) General: By using the Service or entering into the Investments, you represent and warrant to the Bank that:
 - i. You are a registered and valid user of the Bank's Internet Banking Service, and your use of the Internet Banking Service is subject to the Terms and Conditions of Internet Banking Services, except insofar as such general Terms and Conditions of Internet Banking Services are inconsistent with these Terms and Conditions of Use, in which case the latter shall apply;
 - ii. In accessing and using the Service or entering into any Investments, you are acting as principal and not as an agent, nominee or trustee of any other person;
 - iii. You shall only use the Service for your own personal needs, and not on behalf of or for the benefit of any other person whatsoever;
 - iv. You have attained 18 years of age, or whatever the age of capacity to contract as an adult (and not as minor) may be from time to time in any country to which laws you are subject;
 - v. By using this Service or entering into the Investments, you are complying with all laws, regulations, or other obligations of any country that is applicable to you, and confirm that you have read and agree to the Bank's [FATCA Declaration](#) (available on www.maybank2u.com.sg); and
 - vi. The Investments are not offered for sale in the United States, and you are neither a US citizen nor holding a US permanent resident green card nor are US resident.



- (b) Use of the Service with respect to the provision of the Service, the investment proposals or any Investment made available to you through the Service:
- i. You understand that you are under no obligation to use this Service or to purchase any Investments. If you choose, you may also purchase the Investments during normal business hours at any Maybank branch.
 - ii. You have been adequately informed of all terms and conditions and product features relating to such Service or Investments prior to making use of such Service or entering into such Investments.
 - iii. You have read and understood all the information on risks contained within the section titled "Risk Disclosure" herein prior to making use of the Service and prior to entering into any Investments. You further acknowledge that this description of risks is not necessarily exhaustive of all potential risks. By using the Service or entering into the Investments, you are knowingly assuming any and all such risks.
 - iv. Any information or service provided through the Service is not to be construed as the provision of Investment advice, financial planning or fund management services, nor is the Bank acting as your adviser or fiduciary in any way.
 - v. The Bank is not responsible or liable for the accuracy, completeness, timeliness or relevance of any Market Information or Product Materials or any information provided through the Service.
 - vi. The provision of any Product Materials or Market Information or any information through the Service is not to be construed as:
 - (A) any endorsement or recommendation by the Bank of any Investment or course of action; or
 - (B) a representation by the Bank that the Bank has performed any due diligence or analysis on your behalf on the Investments, or of any course of action.

14) Limitation of Liability

- (a) Scope: You agree that the following provisions relating to limitation of the Bank's liability are reasonable, except to the extent where such liability arises due to fraud, gross negligence or wilful default on the Bank's part. Notwithstanding this, to the extent that the Bank's liability for breach of a right or implied term is capable of exclusion, it is hereby excluded.
- (b) Information: The Bank does not represent, warrant or guarantee the accuracy or completeness of any Market Information, Product Materials or any other information provided as part of the Service or in the provision of the Investments or the investment proposals. Any such information is provided on an "as is" and "as available" basis only. In particular, the Bank does not give:
- i. Any express or implied warranty as to fitness of use, relevance or suitability of such information for any purpose whatsoever;

- ii. Any undertaking as to timeliness or timely updating, or continued availability of such information to you; or
 - iii. Any express or implied warranties, representations or undertakings with respect to the Investment or other prices quoted by the Service, including any warranty, representation or undertaking that such prices represent the most up to date prices or the best available market prices.
- (c) Use of Service: Except to the extent prohibited by applicable laws or regulations, the Bank shall not be liable (whether by tort or contractually) to you or to any other person, for any loss or harm which you or any person may suffer as a consequence of:
- i. Access or use of the Service by you or by any person, whether authorized or not;
 - ii. Any realization of the risks of using the Service disclosed in the section titled “Risk Disclosure”;
 - iii. Any actions carried out by the Bank in accordance to instructions provided or deemed to be provided by you;
 - iv. Any failure, error, suspension or delay in the normal operation of the Service;
 - v. Any inaccuracy, error, delay or unavailability of any information provided through the Service;
 - vi. Any error or delay in acceptance or execution of any instruction from you, as a consequence of error or failure of transmission through the internet or any other electronic medium;
 - vii. Any actions or failure to act of any third party, including without limitation the Bank’s service providers, regulators or tax authorities;
 - viii. Any incurrence of costs or loss of profits, loss of data or damage to software or hardware, including loss or damage due to software viruses or other similar malware;
 - ix. Any exercise, failure to exercise or delay in exercising by the Bank of its rights and remedies due under these Terms and Conditions of Use; or
 - x. Events beyond the Bank’s reasonable control, including without limitation acts of God, civil commotion, acts of war, strike, riot, lockout, industrial action, fire, flood, drought, storm, epidemic and pandemic or any events and circumstances of whatever nature beyond the reasonable control of the Bank.

15) Indemnity

You agree to hold the Bank and Bank Group, their respective employees and officers, agents and nominees harmless, and undertake to indemnify each of them against any and all loss, howsoever



arising, except where such loss arises solely from the Bank's own fraud, gross negligence or wilful default, which may be incurred by reason of:

- (a) Access or use of the Service by you, whether authorized or not;
- (b) Breach or default by you of these Terms and Conditions of Use, the general terms and conditions of Internet Banking Service, or of any applicable laws and regulations; or
- (c) Any actions taken by a third party as a result of, or in connection to, your access or use of this Service.