

## SDAX WEBSITE TERMS

Dated: 24 July 2022

### 1. ABOUT SDAX WEBSITE

- 1.1. This website ([www.sdax.co](http://www.sdax.co)) (“Website”) belongs to SDAX Financial Pte. Ltd. (“SDAX Financial”) and its subsidiaries, including but not limited to, SDAX Capital Markets Pte. Ltd. (“SDAX Capital Markets”), SDAX Exchange Pte. Ltd. (“SDAX Exchange”) (the “SDAX Group”).
- 1.2. These terms and conditions (“Website Terms”) govern your use of our Website as a visitor. By using our Website, you confirm that you accept these terms of use and that you agree to comply with them. If you do not agree to these Website Terms, you must not use our Website.
- 1.3. This Website uses cookies and collects the personal data of visitors, in accordance with the terms of our Privacy Policy and our Cookies Policy. The Website Terms include the terms of our Privacy Policy and our Cookies Policy.
- 1.4. You are also responsible for ensuring the all persons who access our Website through your internet connection are aware of these Website Terms and other applicable terms and conditions and that they comply with them.
- 1.5. We may change these Website Terms from time to time, at our discretion. Visitors are responsible for keeping themselves updated on the latest version of Website Terms at all times.
- 1.6. We may update and change our Website from time to time for any reason, including but not limited, to for reasons such as to reflect changes to our products, our user’s needs and our business priorities.
- 1.7. Our Website is made available free of charge. We do not guarantee that our Website, or any content on it, will always be available or be uninterrupted. WE may suspend or withdraw or restrict the availability of all or any part of our Website for business and operational reasons.

### 2. NO INVESTMENT ADVICE

- 2.1. We do not provide any form of investment advice or recommendation of any party. All data and information available on our Website is strictly for information purposes only and should not be regarded as an offer, solicitation, invitation, advice or recommendation on our part to buy or sell any securities or other capital markets product or financial services.

#### **SDAX CAPITAL MARKETS PTE LTD**

9 Temasek Boulevard #06-02A, Suntec Tower Two,  
Singapore 038989

Co. Reg. No. 201607263W

#### **SDAX EXCHANGE PTE LTD**

9 Temasek Boulevard #06-02A, Suntec Tower Two,  
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Co. Reg. No. 201914688R

### **3. INTELLECTUAL PROPERTY RIGHTS**

3.1. We and our licensors own all the rights, including intellectual property rights, in or to the Website and any content and material published on the Website. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

### **4. LICENSE TO USE WEBSITE AND ITS CONTENT**

4.1. Subject to the Website Terms:

- 4.1.1. Visitors to our Website have an exclusive, non-transferable right to view, download (for caching purposes) and print pages from the Website, strictly for their own personal use;
- 4.1.2. You are not allowed to republish, sell, rent, sub-license, perform, edit, modify, reproduce (otherwise than for personal use), redistribute, exploit for any commercial purpose (otherwise than for the intended purposes of our Platform), any content from this Website;
- 4.1.3. You are not allowed to modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text;
- 4.1.4. Our status (and that of any identified contributors) as the authors of the content on our Website must always be acknowledged (except where the content is user-generated);
- 4.1.5. If you print off, copy, download, share or repost any part of our Website in breach of these Website Terms, your right to use our Website will cease immediately and you must, at our option, return or destroy any copies of the materials you have made;
- 4.1.6. We reserve the right, in our absolute discretion, to prohibit or block access to our Website by any party, at any time, without assigning any reason.

### **5. UNACCEPTABLE USE**

5.1. You may not use or allow the use of this Website:

- 5.1.1. otherwise than for the intended purpose;
- 5.1.2. for or in furtherance of any illegal or criminal activity;
- 5.1.3. in any way that may interfere with or disrupt the smooth and efficient operation or performance of the Website;
- 5.1.4. with a view to reverse engineering, altering or modifying any part of the Website, or our computer systems or protocols;
- 5.1.5. to copy, store or transmit any spyware, computer virus, Trojan Horse, worm, keystroke-logger, or other malicious software;

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- 5.1.6. to facilitate the use or transmission of any robot, spider, search/retrieval programme or other manual or automatic device or process to retrieve, index, "data mine", or in any way reproduce or circumvent the navigational structure, protocols or presentation of the Website or any of its contents;
  - 5.1.7. to transmit or send any unsolicited commercial communication or advertisement; or
  - 5.1.8. to harass, threaten, impersonate or intimidate another person or entity.
- 5.2. You shall not conduct, facilitate, authorise or permit any text or data mining or web scraping in relation to our site or any services provided via, or in relation to, our site. This includes using (or permitting, authorising or attempting the use of):
- 5.2.1. Any "robot", "bot", "spider", "scraper" or other automated device, program, tool, algorithm, code, process or methodology to access, obtain, copy, monitor or republish any portion of the site or any data, content, information or services accessed via the same.
  - 5.2.2. Any automated analytical technique aimed at analysing text and data in digital form to generate information which includes but is not limited to patterns, trends and correlations.

## **6. RESTRICTED ACCESS**

Access to certain sections of this Website may be restricted to persons who have registered or opened an account with our SDAX Capital Markets platform or our SDAX Exchange platform.

## **7. VIRUSES**

- 7.1. We do not guarantee that our site will be secure or free from bugs or viruses.
- 7.2. You are responsible for configuring your information technology, computer programmes and platform to access our site. You should use your own virus protection software.
- 7.3. You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to our site, the server on which our site is stored or any server, computer or database connected to our site. You must not attack our site via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our site will cease immediately.

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**8. LINKING TO OUR WEBSITE**

- 8.1. You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.
- 8.2. You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.
- 8.3. You must not establish a link to our site in any website that is not owned by you.
- 8.4. Our site must not be framed on any other site, nor may you create a link to any part of our site other than the home page.
- 8.5. We reserve the right to withdraw linking permission without notice.

**9. GOVERNING LAW**

These Website Terms are governed by the laws of Singapore.

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