

TERMS AND CONDITIONS OF SERVICE

1. Introduction

- 1.1 These terms and conditions of service (and any updates and supplements thereto) ("**Terms**") govern the use of the Site (as defined below) and related Services (as defined below) owned, operated or provided by Mysteel Commodity Services (as defined below), Mysteel Singapore, Mysteel UK and/or another affiliate companies. These Terms constitute a binding agreement between you and Mysteel Commodity Services, Mysteel Singapore and/or the relevant Group Company.
- 1.2 Your use of the Site and/or Services is conditional on you complying with these Terms and in using and/or accessing the Site and/or Services, you signify your agreement to:
- (a) these Terms (and any updates and supplements thereto);
 - (b) any additional terms and conditions that are agreed to in relation to the Site, the Content or any Service ("**Specific Terms**"), and in particular, any payment terms that you may agree to as a Subscriber. (Specific Terms shall be deemed incorporated herein by reference, and to the extent of any conflict, the Specific Terms shall prevail); and
 - (c) all other operating rules, policies and procedures that may be published from time to time by us, and the additional terms and policies set out in Clause 28, each of which is incorporated herein by reference and each of which may be updated by us from time to time without notice to you.

If you do not agree to any provision in these Terms, you are not permitted to, and must immediately discontinue, any use of the Site and/or Services or any part thereof.

Submission of registration information by you to us (where relevant) and whether through one of the Site or otherwise will constitute an offer by you to become a Registered User (as defined below) or Subscriber (as defined below) subject to these Terms and any other terms applicable to the specific registration or subscription (including, without limitation, terms relating to the number of licensed users, the applicable charges and period of any subscription). You will not become a Registered User or Subscriber nor be entitled to access or receive the Site, Content or Services relating to the relevant registration or subscription unless and until we notify you of our acceptance of such offer, by providing you with a user name and password (or such other notification in accordance with the registration or subscription process on the Site and/or in respect of that Service).

- 1.3 If you have any questions regarding these Terms, please contact us at complaints@mysteelcs.com.

2. Definitions

- 2.1 "**you/your**" means (as appropriate) the Visitor, Registered User and/or Subscriber accessing a Site or using a Service.
- 2.2 "**we/us/our**" means Mysteel Commodity Services, Mysteel Singapore, and/or a Group Company as the context requires.
- 2.3 "**Agent**" means an employee, partner, director, contractor, agent or representative of any party.
- 2.4 "**Connected Networks**" means certain third party social networking sites (including without limitation Twitter and LinkedIn) which we may choose to affiliate with a certain Site.

- 2.5 **"Content"** means all material, data, articles, information and products on the Site or provided as part of a Service (including, without limitation, any Electronic Books or publications sent by post as part of a Service, but excluding, any Posted Material).
- 2.6 **"Deep Linking"** means the potential linking to an internal or subsidiary page of a Site located one or several levels down from the home page.
- 2.7 **"Electronic Books"** means any electronic book including without limitation e-books and yearbooks or other written material available for download from our Site, e-mailed directly to you as part of a Service or disseminated by other electronic means for viewing without accessing a Site.
- 2.8 **"External Sites"** means websites other than the Site provided by Sponsors or other third parties.
- 2.9 **"Framing"** means the bringing up of or presenting Content within another website.
- 2.10 **"Affiliate Companies"** means any subsidiary or affiliated company of Mysteel Singapore.
- 2.11 **"Intellectual Property"** means all intellectual property rights whether registered or not, including patent rights, registered designs, design rights, copyrights, trademarks, database rights and all other intellectual rights of whatever nature in any relevant jurisdiction.
- 2.12 **"Interactive Areas"** means bulletin boards, email services, discussion groups, messaging systems, including instant messaging facilities, and other public areas that allow interactivity between users of our Site and/or feedback to be provided to us.
- 2.13 **"Investment"** means any security, share, debenture, financial product or any other investment product.
- 2.14 **"Minimum Term"** means the initial period of one year from the commencement of any subscription (or such other period as may be agreed in writing for any specific subscription).
- 2.15 **"Mysteel Commodity Services"** means a trademark for Mysteel Singapore.
- 2.16 **"Mysteel Singapore"** means Mysteel Singapore Pte. Ltd., a company incorporated in Singapore having its registered address at Plus, 20 Cecil Street, #10-06, Singapore 049705 and the authorised distributor of Site and/or Services, owned, operated and/or provided by Mysteel Commodity Services, Mysteel Singapore and/or another affiliate companies.
- 2.17 **"Mysteel UK"** means Mysteel UK Limited, a company incorporated in UK having its registered address at 1 Broadgate, London, UK EC2M 2QS
- 2.18 **"Posted Material"** means the information and/or materials posted to Interactive Areas by you or any third party.
- 2.19 **"Privacy Policy"** means our relevant privacy policy relating to your personal data and/or information.
- 2.20 **"Registered User"** means a user of the Site and/or Services who has registered with us in order to access the Site and/or Services under Clause 10.1(a).

- 2.21 **"Representative"** means our suppliers, officers, employees, partners, affiliates, subsidiaries, successors and assigns, agents or representatives.
- 2.22 **"Services"** means:
- (a) the supply of on-line or electronic information, publications and data products (including, without limitation, the delivery of the same over the internet, or via mobile phone apps or other digital devices);
 - (b) the supply of hard-copy publications and other materials; and
 - (c) other services relating to physical pricing at the Site (including, without limitation, any Interactive Areas
- 2.23 **"Site"** means the website hosted at the domain MITS.Net.cn.
- 2.24 **"Social Media Page"** means a page created, operated or otherwise provided by Mysteel Commodity Services, Mysteel Singapore and/or another Group Company via a third party social media site, network, application and/or service.
- 2.25 **"Software"** means the software and associated Intellectual Property that is made available for download from our Site (if any).
- 2.26 **"Sponsors"** means sponsoring organisations and advertisers.
- 2.27 **"Subscriber"** means a user of our Site and/or Services who has registered for our subscription Services under Clause 10.1(b).
- 2.28 **"Third Party Service(s)"** means products or services provided by anyone other than Mysteel Commodity Services, Mysteel Singapore and any Group Company.
- 2.29 **"Visitor"** means a user who accesses our Site without registration or subscription.
3. **Who may use and/or access the Site and/or Services**
- 3.1 The Site and/or Services are intended for users eighteen (18) years of age and above. Registered Users or Subscribers who are individuals must be eighteen (18) years of age and above. Individuals who are under eighteen (18) years of age may only view material on the Site as a Visitor if their parent or guardian agrees to these Terms on their behalf.
- 3.2 You represent and warrant that:
- (a) you have the capacity to agree to these Terms;
 - (b) individual users are at least eighteen (18) years of age; and
 - (c) (if applicable) you agree to these Terms on behalf of your child or ward who is under the age of eighteen (18) years.
4. **Access of the Site and/or Services by related entities**
- 4.1 You are responsible for bringing these Terms to the attention of anyone who may, through you, access the Site and/or Service or view or use any Content.
- 4.2 To the extent any individual accesses the Site or uses a Service as an Agent of any legal entity which is a Subscriber, the Agent warrants that he or she has authority to agree to these Terms on behalf of the relevant legal entity.
- 4.3 Some areas on a Site may only be available to Registered Users or Subscribers (see Clause 10 below).

5. **Scope of licence**

- 5.1 In consideration of you agreeing to abide by these Terms, we grant you a non-exclusive, non-transferable licence, subject to these Terms, to use and/or access the Site and/or Services.
- 5.2 You acknowledge and agree that we may need to interrupt or suspend your use and/or access to the Site and/or Services from time to time, for maintenance, technical or other reasons.
- 5.3 You undertake that you will, and if you are a Subscriber, you will procure that any licensed user under your subscription will:
- (a) comply with all applicable laws in relation to the Site and/or Services, including without limitation, laws relating to the use of Intellectual Property;
 - (b) not use the Site, Services and/or Content outside the scope of permitted use under Clause 6 below, nor infringe any Intellectual Property or other rights in or relating to the Site and/or the Services or of any third party;
 - (c) not copy, reproduce, recompile, decompile, disassemble, reverse engineer, upload, download, transmit, create derivative works from or otherwise exploit or tamper with any Site or, subject to Clause 20, any software embodied in any Site or Service;
 - (d) not prevent or restrict the use of any Site and/or Service by other authorised users nor hack into or cause damage to any server or other equipment operated by us;
 - (e) not remove or destroy any copyright, trade mark or other proprietary markings or notices in respect of the Site and/or Services or on any data files, information, applications, text, audio, image or other files or materials produced, generated or displayed in respect of the Site and/or Services;
 - (f) not use scripts to automatically mass download any data, information or other content relating to the Site and/or Services; and
 - (g) not to engage in or allow the automatic gathering of information or the automatic extraction of data from the Site and/or Services.

6. **Our Intellectual Property**

- 6.1 You acknowledge and agree that all Intellectual Property rights relating to the Site and/or Services (including all rights in and to the Content) belong to us or our third-party content providers. Our Intellectual Property is protected by the Intellectual Property laws of the relevant jurisdiction, including but not limited to, the People's Republic of China, Singapore, Hong Kong, and other jurisdictions. We may license the Content for third party use in our sole discretion.
- 6.2 You may use the Site, Services and/or the Content solely for your own personal use and benefit and not for resale or other transfer or disposition to any other person or entity. You may not use, reproduce, modify, transfer, exploit, distribute or dispose of any aspect of the Site, Services and/or Content for any commercial purpose, whether direct or indirect (including, without limitation, by making Content available to anyone other than a Subscriber where such Content is accessible through subscription only).
- 6.3 Subject to your compliance with these Terms, the limitations in Clause 6.2 above and further subject to Clause 17 in relation to Electronic Books, you may:
- (a) retrieve and display Content on a computer screen or other digital device, print a single copy of individual pages on paper (but not photocopy them) and store such pages in electronic form on disc or other digital media (but not on any server or other storage device connected to a network); and

- (b) use the "Email this story to a friend" option where the facility is available to email an article from the Site to other individuals without further charge, provided such other individuals also comply with the restrictions on use in Clause 6.2 above.
- 6.4 Notwithstanding Clause 6.2, you may quote from or paraphrase extracts of the Content to the extent permitted and strictly in accordance with any applicable Specific Terms, or as otherwise permitted by law, on the condition that appropriate source and copyright attribution is given in each case.
- 6.5 The trademarks "MCS" are the property of, and other trademarks/logos appearing on the Site may belong to Mysteel Commodity Services, Mysteel Singapore and other affiliate companies or third parties. None of these marks may be used without the express prior written permission of the respective owners.
- 6.6 Except as explicitly provided for in these Terms, distributing, sharing, copying, posting, scanning, forwarding, selling, publishing, retransmitting or otherwise providing access to any part of the Site and/or Content to anyone without our express prior written permission, is not authorised and may be a violation of copyright laws.
- 6.7 Any request for permission to republish, reprint or use any information from the Site or our trade marks for any purpose other than those permitted under this Clause 6 (or any relevant Specific Terms) should be sent to complaints@mysteelcs.com.
- 6.8 For the avoidance of doubt, where the provisions of any applicable law prohibit the extent to which certain activities can be restricted under this Clause 6, any such restrictions shall apply to the fullest extent permitted in accordance with such law.
- 6.9 If you are accessing our Site as a Subscriber or Registered User, we reserve the right to cancel your right of access to the Site, Content and/or Services if we, in our sole discretion, determine that you have infringed our Intellectual Property.
- 7. Means of accessing the Site and/or Services**
- 7.1 You may access the Site as follows:
- (a) if you go through a registration process on the Site, as a Registered User (in accordance with Clause 10 below);
 - (b) if you register as a Subscriber to our subscription Services (which we may offer, in accordance with Clauses 10 and 12 below); or
 - (c) by accessing the Site as a Visitor without registration under (a) or subscription under (b), and in such circumstances, your use of the Site or any Content (as defined below) constitutes your acceptance of these Terms.
- 7.2 You are responsible for procuring the necessary equipment and the payment of telephone, internet and other charges necessary to access and/or use any Site and/or Service. We are not responsible for the reliability or continued availability of the telephone lines, internet and equipment you use to access and/or use a Site and/or Service.
- 8. Cross-jurisdiction provision of Content**
- 8.1 Any Content sent for delivery across jurisdictions may be subject to import duties and taxes collected at the final destination. All sales or use taxes, import duties or additional customs charges must be borne entirely by you. We have no control over these charges and we expressly disclaim any responsibility or liability for them. Customs policies vary widely from country to country, and you may wish to contact your local customs office for further information.

8.2 Additionally, when ordering from us or any other Group Company, you are considered the importer of record and must comply with all law and regulations of the country in which you are receiving the goods. Our international customers should be aware that cross-border deliveries are subject to opening and inspection by customs authorities. We may provide certain order, delivery and product information (such as the product's title) to our international carriers and such information may be communicated by the carriers to customs authorities in order to facilitate customs clearance and compliance with local laws. If the order is a gift, the package will be marked 'Giff' but the cost or value of the item may still be stated on the customs form and/or the package.

9. Our provisions of the Site and/or Services

9.1 Subject to and without limitation to Clause 21, we will exercise reasonable skill and care in our provision of the Site and/or Services to Registered Users and Subscribers, but from time to time faults may occur, in which case, we will use reasonable efforts to rectify them as soon as reasonably practicable.

9.2 We will endeavour to ensure all subscriptions or other Services (where applicable) are priced correctly on the Site and/or in the Content. However, errors may occur. If such a pricing error is discovered, we reserve the right to give you the option of either cancelling your order for any particular subscription or other Service or reconfirming your order at the correct price.

10. Registrations and subscriptions

10.1 To access certain portions or specific Content within the Site and/or to receive certain Services, you must register with us as either a Registered User or a Subscriber, as follows:

- (a) where Content and/or Services are available free of charge once you register with us, you may access or receive such Content and/or Services subject to these Terms as a Registered User; or
- (b) where charges are payable to access certain portions of the Site and/or Content or to receive certain Services, you may access such portions of the Site and/or Content or receive such Services subject to these Terms as a Subscriber who has paid the relevant fees and/or charges (in accordance with Clause 12 below) for a specified period of time, a specified number of licensed users and/or a site licence.

10.2 In order to register with us, you must provide us with accurate and complete information. You represent to us that such information is true, accurate and up to date, and it is your responsibility to inform us of any changes to that information (including, without limitation, your email address), by updating your details on the relevant section of the Site or by contacting us. If you do not provide accurate and complete information to us when you register, we may not be able to provide the Site, Services and/or Content as you have requested for.

10.3 In certain instances, before you can make use of certain Services associated with a particular Site as a Registered User, you may need to create an account connected through Connected Networks. You understand that the creation of a Registered User account through the Connected Networks will require a connection to be created between the Site and the Connected Networks to facilitate your participation and activities on the Site.

10.4 When you register, you will be given one or more user names and passwords, as appropriate for your registration or subscription to the Site, Content and/or Service.

- 10.5 Access to or viewing of the relevant portions of the Site, Content and/or Services is strictly limited to the Registered User or Subscriber only, or in the case of a multiple-user license, to such licensed users as have been expressly agreed to by us in writing. Except to the extent that a user name and password is intended for more than one licensed user, the following are strictly prohibited:
- (a) the sharing of their user name and/or password (whether intentional or otherwise) by a Registered User, Subscriber or licensed user under any registration and/or subscription with any other person or entity (including with any Agent of such user); and/or
 - (b) access through a single user name and password being made available to multiple users (whether on the same network or otherwise).

For the avoidance of doubt, any breach of the above will constitute a breach of these Terms and will result in the immediate termination of your registration, subscription and/or licence, and without limitation, a claim for damages or otherwise, being brought by us against you. In such instances of termination, you agree and acknowledge that there will be no refund of any remaining period of your subscription.

- 10.6 To the extent that the terms of a multiple-user licence restricts licensed users to a particular category of individuals (e.g. employees of your organisation), you must notify us immediately, using the customer service contact details applicable to your registration and/or subscription, if a licensed user ceases to fall within the specified category.
- 10.7 Notwithstanding the restrictions in Clause 10.5 above, you are responsible for all access and use of any Site and/or Service by you or anyone else using any of your user names and passwords and for preventing unauthorised use of any of your user names and passwords. If you believe that there has been any breach of security and/or unauthorised use (such as the disclosure, theft or unauthorised use of any user name, password or any payment information), you must notify us immediately by emailing complaints@mysteelcs.com.

11. Information relating to your subscription

- 11.1 We reserve the right to access and monitor password-protected information, including any information which you upload or input and any information concerning your activities in relation to a Service, a Site and/or any Content, in order for us to fulfil our obligations in respect of these Terms, to protect or comply with our legal rights and obligations and for other purposes as set out in our Privacy Policy.
- 11.2 We may use cookies and similar technical tools as set out in our Privacy Policy to collect information about your use and/or access of the Site and/or Services and to display advertisements that may be of interest to you and for such other purposes as may be set out in our Privacy Policy. Our Privacy Policy sets out further details of our use of cookies and similar technical tools.
- 11.3 We may also use technical tools to track the distribution of Software as well as files and/or data which constitute the Content. This shall solely be for the purposes of protecting our legal rights and obligations and/or our Intellectual Property.
- 11.4 As a Registered User and/or Subscriber, you further agree that we may refer to the name of your business and to the Services we have provided to you when marketing our business.

12. Subscription charges ,refund policy

- 12.1 Subscribers must pay certain charges in order to receive the relevant subscription Service (unless we expressly agree to a trial period or otherwise). Charges are not

published on the Site, and the applicable charges will be as agreed between you and us. Subscriptions will generally be for a minimum period of 12 months and we reserve the right to vary the subscription fee payable by you if and when you renew your subscription. We may also offer you a rebate on your subscription fee if and when certain criteria, which we may in our sole discretion determine, are met. In the absence of any express agreement to the contrary, multiple-user licenses will be limited to 8 users and an additional fee will apply for each additional user. Whilst payments will generally be requested for in United States Dollars, all payments (including any applicable taxes) must be made in any currency that we may specify. We may direct you to make payments to another Group Company or third-party payment agent. If we (or our designated agent) do not receive payment for any charges due, we may immediately suspend your rights in relation to the relevant Service (including to the Site and/or Content). You are responsible for the payment of all charges associated with the use of the Service, Site and/or Content using your user name and password.

- 12.2 If we cancel and/or terminate your use and/or access in relation to any subscription Service in accordance with Clause 13.6 below, unless you are or have been in breach of these Terms, we shall refund you on a *pro rata* basis any subscription charges you have paid in advance (for the relevant cancelled or terminated subscription) which relate to any unexpired part of the subscription period at the date of cancellation. You shall continue to be responsible for any fees or other charges incurred by you until the cancellation and/or termination of your use and/or access in relation to the relevant subscription Service.
- 12.3 If you cancel and/or terminate your subscription to any Service in accordance with Clause 13.3 below prior to the end of the subscription period:
- (a) subject to Clauses 12.3(b) and 12.3(c) below, you shall be entitled to a refund on a *pro rata* basis of any subscription charges you have paid in advance for any complete months remaining of the subscription period at the date of cancellation beyond the Minimum Term;
 - (b) we shall charge a reasonable administrative fee which shall be deducted from the amount of refund due; and
 - (c) if you were granted any discount on the full value of the subscription charges for the subscription period, we may recalculate the value of the Minimum Term of the subscription period on the basis that no discount was applied to such Minimum Term.
- 12.4 For Subscriptions fee and term will be made clear to you on our signing up pages, or otherwise on the Website during the signing up process.
- (a) If you choose to become a subscriber through a free trial offer, your trial period will be free of charge by signing up as a subscriber on the Website. At the end of your stated free trial period, your subscription will automatically cease to exist (this will be made known to you before the end of your free trial period).
 - (b) The standard rate of fee for subscription is on **US\$5,000** a year. The fee and term may vary from time to time on a yearly basis, the fee will be waived for subscribers provided that such subscriber is an existing physical trading customer with the company (the company reserves the right at its sole discretion to grant subscribers access to this Website in accordance with these Terms of Use). All subscribers granted access to this Website are required to have a minimum trading volumes of at least **(340,000t)**.
 - (c) This is to be calculated based on the subscribers' trading volumes over the past six months at the first market day of June and December of each year (the Half Year Reviews) and the fee will vary depending on your subscription categories. You agree to pay the fee at the rates notified to you at the time you sign up for your subscription. We will always tell you at least thirty (30) days in advance of any change or increase in your subscription fee, and offer you an opportunity to terminate it if you do not wish to pay the new fee. For certain subscriptions, you can choose a subscription term of (12) months or (24) months. Subscriptions will require a one-off payment in full.

- (d) For Subscriptions, the subscription fee and term will be set out in the Subscription agreement. Taxes: Unless otherwise indicated, fees stated on the Website are inclusive of any applicable sales taxes. The breakdown of any applicable sales taxes payable with your purchase is indicated on the invoice you will receive. Other costs: You shall bear any fee, charge or commission charged for paying your subscription fee. You are also responsible for paying any internet connection or telecommunications charges that you may incur by using the Website or any Mobile Apps.

13. Term and cancellation

- 13.1 Subject to your continued compliance with these Terms and to certain exceptions, access to our Site and/or Services is on an ongoing basis and is not subject to any particular time limit.
- 13.2 As a Subscriber, subject to these Terms, you may lose access to the relevant subscription Site and/or Service upon the expiration of your subscription.
- 13.3 As a Subscriber, you may also cancel and/or terminate your subscription by giving us at least thirty (30) days' written notice by post or email. The cancellation date as specified in such notice has to be a date after the Minimum Term and such notice is to be sent to the customer service contact details applicable to your subscription. You should quote the subscription reference number and any other relevant details. There may be a period after the cancellation date during which you continue to receive publications sent to you as part of your subscription. However, you will not be charged for such publications. For the avoidance of doubt, you shall not be entitled to cancel your subscription prior to the end of the Minimum Term.
- 13.4 As a Subscriber, you will **not receive a refund for your subscription period** however, your subscription access and accompanying subscriber benefits will continue for the remainder of the subscription period. When cancelling an annual subscription, all future charges associated with future years of your subscription will be cancelled.
- 13.5 As a Registered User, subject to these Terms, you may cancel your registration at any time by electronic notice to us using the contact information on the relevant Site or otherwise notified to you.
- 13.6 As a Visitor, subject to these Terms, you may cancel your access to and use of any Site (or receipt of any related Service), at any time, by discontinuing your access and/or use of that Site, any related Service and/or any associated Content.
- 13.7 We may cancel and/or terminate your (and, if you are a Subscriber, your licensed users') access to and use of any Site and Content and/or your receipt of any Service on these Terms (including, without limitation, any registration or subscription) at any time:
- (a) if you are a Registered User, by email notice to you, or immediately, without notice to you, if you breach any provision of these Terms;
 - (b) if you are a Subscriber, by email notice to you, or immediately, without notice to you, if you or any of your licensed users breach any provision of these Terms; or
 - (c) if you are a Visitor, immediately, without notice to you.
- 13.8 To the extent that the Specific Terms for any subscription entitle you to download and store certain Content, upon cancellation and/or termination of such subscription by either you or us, you agree to delete all such Content stored in your possession or under your control within 30 days of cancellation and/or termination, unless otherwise agreed with us in writing, or as required by applicable law. For the avoidance of doubt, where applicable law does require the retention of certain Content beyond the 30-day period, you agree

that it shall only be retained to the extent as required under such law and shall not be used for commercial purposes.

13.9 Cancellation and/or termination of your access to and use of any Site and Content and/or your receipt of any Service shall not affect any provision of this agreement which is expressly or by implication intended to come into effect or to continue in effect after such cancellation, termination and/or expiry, including but not limited to Clauses 6.1, 6.5, 6.6, 12.2, 12.3, 13.8, 13.9, 15.2, 15.3, 15.7, 19.4, 21, 22 and 27.

13.10 Cancellation and/or termination of your access to and use of any Site and Content and/or your receipt of any Service on these Terms (including, without limitation, any cancellation and/or termination of any registration and/or subscription), shall not affect our right to receive any outstanding sums due to us at the date of cancellation and/or termination, and any such sums shall be due and payable to us within fifteen (15) days of such cancellation and/or termination.

14. Email communications from us

14.1 We may give you the option of requesting Content via email. Your registration or subscription for such an email Service and use of the Content received via email is subject to these Terms. Subject to Clause 14.3 below, you may subsequently unsubscribe from such an email Service.

14.2 We, our Group Companies or our Third Party Service providers may also send you emails to keep you updated on developments relating to the Site and/or Services. Subject to Clause 14.3 below, you may unsubscribe from the receipt of such emails.

14.3 Notwithstanding that you may unsubscribe from the receipt of emails under Clause 14.1 and/or 14.2 above, we retain the right to send you informational email messages relating to your account or administrative notices regarding the Site and/or Services, to the extent as permitted under applicable laws.

15. Interactive Areas on our Site and/or Services

15.1 A Site and/or a Social Media Page may contain Interactive Areas including Posted Material. We do not control and are not responsible for Posted Material, and as a result, cannot guarantee the veracity or accuracy of any Posted Material. All use of the Interactive Areas and any use of or reliance on Posted Material is at your own risk.

15.2 You hereby grant us, and, if you are a Subscriber, agree to procure the grant to us by all licensed users under your subscription of, a non-exclusive, perpetual, royalty-free licence to use, reproduce, modify and/or sub-license all or part of your Posted Material, including to sub-license Group Companies or third parties to use the same. We may without notice to you or any third party delete, move or edit any Posted Material or part of it.

15.3 To the extent permitted under applicable law, you hereby waive, and, if you are a Subscriber, agree to procure the waiver by all licensed users under your subscription of, all moral rights or rights of a similar nature in any jurisdiction (as may be applicable) in respect of any Posted Material.

15.4 You are responsible for the content of your Posted Material and you may not within the Interactive Areas or otherwise in relation to a Service and/or a Site (including, without limitation, any email Service), post, publish, link to, upload, download, send, distribute, use or re-use any information or material:

- (a) which is or could be taken to be the provision of advice (including, without limitation, investment advice) or a recommendation to buy or refrain from buying a particular Investment or which has the purpose of affecting the price or value of any Investment;
- (b) obtained in breach of confidence or which contains confidential information or infringes any Intellectual Property rights or rights of privacy or other rights of any third party;
- (c) which is offensive, threatening, abusive, indecent, defamatory, obscene, degrading or menacing, or is otherwise contrary to applicable law or regulation or promoting an illegal act;
- (d) which constitutes unsolicited advertising or promotional material, including but not limited to any chain emails, unsolicited commercial emails, unsolicited bulk email, "spam" or mail bombs; and/or
- (e) which constitutes or contains a virus or other harmful component or malware.

15.5 Without prejudice to Clause 15.4 above, you may not:

- (a) use any Interactive Area to carry out criminal, fraudulent or illegal activities;
- (b) use any Interactive Area to impersonate any person, company, group or entity or misrepresent a relationship to or with any of the same;
- (c) disguise the origin of any message posted in any Interactive Area; nor
- (d) collect, store, disclose or otherwise process any personal data in relation to your use of any Interactive Area without the knowledge of the relevant individual or in breach of applicable data protection laws.

15.6 You must comply with any additional rules which may, from time to time, be issued by us at particular sections of the Interactive Areas, and such rules shall be deemed incorporated into these Terms.

15.7 By accessing the Interactive Areas, you agree to indemnify and hold us harmless against all claims, damages, costs and expenses (including legal and other professional fees) which we may incur as a result of and/or in relation to any of your Posted Material.

15.8 We reserve the right to remove Posted Material at any time, for any reason, and without notice, including without limitation for any failure to comply with the provisions of this Clause 15. If any Posted Material fails to comply with the provisions of this Clause 15, we reserve the right to prevent you from accessing the Interactive Areas. Notwithstanding the foregoing, we are under no obligation to review, monitor, delete and/or edit Posted Material.

15.9 Our Representatives may also submit Posted Material to the Interactive Areas. In doing so, our Representatives shall act in a personal capacity and any views they might express shall not be considered our views nor the views of a financial or other professional advisor.

15.10 Where Clauses 15.1 to 15.9 apply to a Social Media Page, such Clauses shall be subject to the terms and conditions of use of the third-party site, application and/or service on which such Social Media Page appears.

16. Copyright violations in respect of Posted Content

16.1 If you believe that your work has been copied and posted on our Site in a way that constitutes copyright infringement, you should provide our copyright agent (contact details below) with a written notice that sets out the details of the alleged infringement. Such a notice must contain the following:

- (a) a description of the copyrighted work that you believe has been infringed;

- (b) a description of the material that you claim is infringing the copyrighted work and a detailed description of where it is located on our Site;
- (c) your address, telephone number, and email address;
- (d) a written statement by you that you have a good faith belief that the disputed use is not authorised by the copyright owner, its agent, or the law;
- (e) a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorised to act on the copyright owner's behalf; and
- (f) your signature as the copyright owner or person authorised to act on the copyright owner's behalf.

16.2 Please send such written notice to our copyright agent at the following address:

By email:

Complaints@mysteelcs.com

16.3 For the avoidance of doubt, the process set out in this Clause should only be used to report a claim of copyright infringement as relating to Clause 16.1. Messages related to other matters will not receive a response through this process.

17. Electronic Books

17.1 Subject to Clause 6.3, in the event that you purchase an Electronic Book from the Site, you are granted a non-exclusive right to:

- (a) download the Electronic Book for storage and display on no more than three electronic devices; and
- (b) obtain a single hardcopy printout of the Electronic Book.

17.2 Electronic Books are non-refundable, except for where the product was provided to you in error for reasons reasonably attributable to us.

18. Linking

18.1 You may create a link from your website to certain pages within the Site (if and where it indicates that you may do so) provided that you complete the linking registration form available at the Site (or by contacting us), and provided that you do not link to the Site from any website containing any material which would be in breach of Clauses 5.3(b) to 5.3(g) above or which is otherwise unlawful.

18.2 Upon linking to the Site pursuant to these Terms, we shall grant you a non-exclusive, non-transferable, royalty-free license to use our trade marks solely for the purposes of providing an underlined, textual link from your website to the Site. Without prejudice to Clause 6.5, no other use of our trademarks or name is permitted without our express prior written permission.

18.3 Deep Linking or Framing is not permitted without our express prior written permission. We may, but shall not be obliged to, give permission in respect of such Deep Linking or Framing in our sole discretion. You must seek and obtain our express prior written permission before Deep Linking or Framing the Site and/or any Content by contacting us and providing us with:

- (a) your name, email address and telephone number;
- (b) the name of your company;

- (c) the web address(es) where the proposed Deep Linking or Framing will occur; and
- (d) the specific proposal and details about the contemplated Deep Linking or Framing.

19. Advertisements, sponsorship, links and third-party transactions

19.1 A Site and/or a Service may contain:

- (a) links to External Sites; and/or
- (b) advertisements for, and/or the opportunity for you to purchase Third Party Services or products or services from us and/or our Group Companies.

We shall reasonably endeavour to highlight such links although some External Sites may be co-branded with ours.

19.2 You also acknowledge that the Site may be supported by Sponsors whose names appear on the Site and whose own websites may be accessed by internet links from that Site.

19.3 External Sites and Third Party Services are not maintained or controlled by us and we are therefore not responsible for the availability, content and/or accuracy of External Sites or Third Party Services. We do not:

- (a) make any warranty, express or implied, with respect to the use of the links provided on, or to, a Site or Service;
- (b) guarantee the accuracy, completeness, usefulness or adequacy of External Sites or Third Party Services; or
- (c) make any endorsement, express or implied, of any External Sites or Third Party Services.

Any advertisement or promotion on a Site of a Third Party Service is not an inducement by us for you to enter into any agreement with the relevant third party.

19.4 Any communications or contracts relating to Third Party Services, payment for and delivery of Third Party Services, and any other associated terms, conditions, warranties or representations are exclusively between you and the relevant third parties. You agree not to hold us liable for any loss or damage incurred as the result of any such contracts, communications or other dealings and/or the presence of such third parties on any Site.

20. Software in respect of the Site and/or Services

20.1 All rights in the Software (including but not limited to Intellectual Property rights) are owned by us and/or our suppliers.

20.2 Your use of the Software is governed by the terms of any licence agreement that may accompany, or be included with, the Software.

20.3 If you do not agree with the terms of such licence agreement, you may not install or use the Software.

21. Limitation of liability

21.1 Without prejudice to the remaining provisions of this Clause, you acknowledge and agree that your use and access of the Site, Services and/or Content is entirely at your own risk and you acknowledge that all Site, Content and Services are provided on an “as is” and “as available” basis. The Site, Services and/or Content are made available for your general information only and the Site, Services and/or Content are not intended to address your particular requirements (including, but not limited to, trading requirements).

- 21.2 The Site, Services and/or Content do not constitute any form of advice, recommendation or arrangement by us (including without limitation, investment advice or an offer or solicitation to buy or sell any Investment) and is not intended to be relied upon by users in making (or refraining from making) any specific investment decision and/or any other decision. You should obtain appropriate independent advice before making any such decision.
- 21.3 The Site, Services and/or Content may include inaccuracies and/or typographical errors. Changes are periodically made to the Site, Services and/or Content. Save as provided for in these Terms, neither we nor our licensors and/or Representatives make any representations and/or warranties, and to the fullest extent permitted by law, exclude all implied warranties (including but not limited to, warranties of satisfactory quality, title and fitness for a particular purpose) in respect of, but not limited to:
- (a) the suitability of the information relating to the Site, Services and/or Content;
 - (b) the accuracy, availability, reliability, completeness or timeliness of the Site, Services and/or Content;
 - (c) the results obtained from accessing and using the Site, any Service and/or Content.
- 21.4 Furthermore, we do not represent or warrant that:
- (a) the functions contained in the Site, Services and/or Content will be uninterrupted or error-free;
 - (b) defects (if any) will be corrected;
 - (c) the Site, Services and/or Content or the servers that make them available are free of viruses or other harmful components; nor
 - (d) the use of the Site and any of the Services and/or Content will not infringe the intellectual property rights of any third party.
- 21.5 Neither we, nor any our Representatives will be liable to you for:
- (a) any incidental, punitive, indirect, special or consequential damage, loss or expenses, including but not limited to any loss of business, contracts, revenue, or profits, any business interruption, security breach, loss of data, loss of goodwill or reputation or other pecuniary loss suffered by you, even if we or any of our Representatives have been advised of their possible existence; nor
 - (b) any direct damage, loss or expense arising from a loss of customers, loss of profits, loss of anticipated profits, loss of savings, a security breach or a loss of data.
- 21.6 Without prejudice to Clause 21.5, neither we nor any Representative shall be liable to you for any direct or indirect damage, loss or expense suffered by you as a result of:
- (a) any viruses, worms, "Trojan horses" or similar programs, denial of service attack, spamming or hacking, or consequential damages, or any claim against us by any other party; or
 - (b) any fault, inaccuracy, omission, delay or any other failure in a Site, Service and/or Content caused by your computer equipment or arising from your use of the Site, Services and/or Content on such equipment; or
 - (c) any inaccuracies, errors in, and/or omissions from any Site, Service and/or Content including, but not limited to, quotes, commodity and/or financial data; or
 - (d) any delays, interruptions or short-term or immaterial errors in the transmission or delivery of any Site, Service and/or Content; or
 - (e) any additions, deletions or changes made to the Site, Services and/or Content at any time.
- 21.7 Without prejudice to Clauses 21.5 and 21.6 and except where you are a Subscriber who has paid the relevant subscription charges (but subject to these Terms), neither we nor

any Representative shall be liable to you for any direct or indirect loss, damage or expenses arising by any reason of non-performance by us of these Terms or any other provision and/or term of our agreement with you.

- 21.8 Without prejudice to the limitation of liability provisions above, in the event that you, as a Subscriber, incur any loss, damage or expense arising out of your use of any Site, Content and/or a Service, you agree that our liability to you shall be limited to the sum of the subscription fees payable by you for Services provided in the twelve (12) month period preceding the date on which the claim arose (which, for the avoidance of doubt, shall not include, (a) any fees paid during such period for Services provided before such period, nor (b) any fees paid in advance during such period for Services provided after such period).
- 21.9 You acknowledge and agree that we are not responsible for the investigation, defence, settlement, and discharge of any third party claim for intellectual property infringement, breach of contract or otherwise that is occasioned or committed by you.
- 21.10 Nothing in these Terms shall limit or exclude our liability for any liability that cannot be excluded or limited by applicable laws.

22. Indemnity

- 22.1 You agree to indemnify and hold us, our Representatives, licensors and sub-contractors harmless from and against all costs, claims, damages, loss, liability, demand and expenses (including economic loss, accounting fees, and court and legal costs assessed on a solicitor-client basis) which we might suffer or incur, arising whether directly or indirectly, by reason of:
- (a) your negligent act or omission, wilful default, misconduct or fraud;
 - (b) your breach of any provision in these Terms; and/or
 - (c) your failure to comply with applicable laws;
- 22.2 For the avoidance of doubt, this indemnity shall extend (without limitation) to any damage and/or loss which we may suffer as a result of the use by third parties of your user name and password, except in circumstances where you can demonstrate to our satisfaction that such third party obtained the relevant details through no fault (including, without limitation, negligence) of your own.

23. Breach and termination

- 23.1 Notwithstanding any other provision in these Terms, failure to comply with any provision under these Terms constitutes a material breach. We will determine, in our sole discretion, whether any such breach has occurred. Where we suspect or determine that such a breach has occurred, or if there arise other issues which we consider, in our sole discretion, to be disruptive to our business and reputation, we may take such action as we deem appropriate at any time, with or without prior notice to you, including all or any of the following:
- (a) issuance of a warning to you;
 - (b) restricting, suspending or terminating your use and/or access as a Visitor, Registered User and/or Subscriber and/or your access to and/or use of the Site, Services and/or Content, or any part thereof;
 - (c) taking legal steps against you and/or instituting legal proceedings against you for your breach; and/or
 - (d) the disclosure of such information related to your breach to law enforcement and/or other governmental authorities as we may feel is necessary.

23.2 For the avoidance of doubt, you shall not be entitled to any refund of any payment made by you, in the event of the restriction, suspension and/or termination of your use and/or access pursuant to Clause 23.1 (for any reason whatsoever), or in the event that we take any action pursuant to Clause 23.1 above.

23.3 Upon a termination, pursuant to Clause 23.1 above, all rights granted to you hereunder shall immediately cease and terminate, and you must immediately cease your access to and/or use of the Site, Services and/or Content, or any part thereof.

24. Variations

24.1 We may modify, amend or revise these Terms at any time in the exercise of our sole discretion, with or without notice to you, and you agree to be bound by all such modifications, amendments and/or revisions ("**Variations**"). Such Variations will be notified to you by being posted on the Site and Variations which are in our view, material, will be emailed to our Registered Users and Subscribers. You are responsible for checking the Site regularly for any posted Variations. A Variation will come into effect immediately upon the Variation being posted on the relevant Site and/or having been emailed to Registered Users and Subscribers (or any combination of both).

24.2 If you do not agree to any Variation to these Terms, you are to stop accessing and/or using the Site, Services and/or Content immediately. Your continued access and/or use of the Site, Services and/or Content after a Variation has come into effect will constitute your assent to and acceptance of the Variation and the modified, amended and/or revised Terms.

24.3 We may also update, change, remove or discontinue access to the Site, any Services and/or Content or change any aspect, features, component or content of the Site, Services and/or Content at any time, for any reason, with or without notice to you, in the exercise of our sole discretion, without liability. We therefore do not guarantee that any specific aspect, content, component and/or feature will always be available for the Site, Services and/or Content. You agree and acknowledge that such changes may result in you being unable to access the whole or any part of our Site, Services and/or Content.

25. Notices

25.1 Any notice which is required to be given pursuant to these Terms shall be made by email or first-class post, in the case of you, to the address provided on your registration form and, in the case of us, to the relevant contact as given in these Terms, to the address posted on the relevant Site or otherwise notified to you in relation to any relevant Service. A copy of any notice given by you should also be sent to Complaints@mysteelcs.com.

25.2 Any such notice shall be deemed to have been received by the recipient, if sent by post, on the third day after posting (excluding days on which no mail deliveries are normally made), and if sent by email, on the day of transmission (and if on a day on which businesses in the recipient's jurisdiction are not open for business, on the next business day).

26. General

26.1 These Terms (including any terms incorporated by reference in these Terms) constitute the entire agreement between us in relation to your access to and use of the Site, Services and/or Content and supersedes all prior agreements, negotiations and discussions between you and us relating to the same.

- 26.2 Headings in these Terms are solely for convenience, and shall have no legal meaning or effect.
- 26.3 An entity who is not a party to these Terms has no right under the Contracts (Rights of Third Parties) Act (Chapter 53B) of Singapore to enforce and/or enjoy the benefit of any provision and/or term of these Terms.
- 26.4 These Terms are governed by and construed in accordance with the laws of the Republic of Singapore. Any dispute concerning these Terms shall be subject to the exclusive jurisdiction of the Courts of Singapore.
- 26.5 If any provision of these Terms is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms, which shall remain in full force and effect.
- 26.6 We shall not be liable for any non-performance, error, interruption or delay in the performance of our obligations, the provision of the Site, Services and/or Content (or any part thereof) or in the operation of the Site, Services and/or Content, or any unavailability of the Site, Services and/or Content, that is due, in whole or in part, directly or indirectly to an event or failure which is beyond our reasonable control including without limitation:
- (a) acts of God, nature, explosions, floods, fire or accident, war or threat of war, terrorism or threat of terrorism, sabotage, civil disturbance, epidemics, prohibitions or measures of any kind on the part of any governmental, judicial, parliamentary or local authority, import or export regulations or embargoes, or industrial actions or trade disputes (whether involving our employees or of third parties);
 - (b) a failure or interruption in public or private telecommunication networks, communications channels or information systems;
 - (c) acts or omissions of any Third Party Service provider or any other party for whom we are not responsible;
 - (d) delay, failure or interruption in, or unavailability of, Third Party Services; and
 - (e) viruses, other malicious computer codes or the hacking by any party of us or Third Party Services.
- 26.7 We may assign, sub-license and/or transfer our rights and obligations under these Terms to another party without notice to you. This includes (but is not limited to) sub-contracting delivery of a Service to any Group Company who operates the business relating to the relevant information, publication or data product forming part of that Service. You may not transfer, assign, sub-license and/or transfer any of your rights or obligations under these Terms to another party, save with our prior written consent.
- 26.8 Failure or neglect by us to enforce at any time any of the provisions in these Terms shall not be construed or deemed to be a waiver of our rights hereunder, nor in any way affect the validity of the whole or any part of these Terms or prejudice our right to take subsequent action.

27. Additional Terms

- 27.1 The following terms and policies are hereby incorporated into these Terms by reference and provide additional terms and conditions related to specific aspects or features of your use of the Site and/or Services:
- (a) Privacy Policy in relation to use of your personal data and/or information;
- 27.2 You acknowledge and agree that you have read and understand the Terms and all the above terms and policies and agree to be bound thereby.

28. Your Use of This Website

- (a) All contents on this Website are copyrighted by Mysteel Singapore Pte Ltd and its affiliate entities unless otherwise stated. Without prior written consent of Mysteel Singapore Pte Ltd or its related parties, any content on the Website shall not be distributed, modified, reproduced, promoted, disassembled, photocopied or photographed for any other purpose by any person by any means.
- (b) You shall not use this Website and/or the Website Content for any purpose that is illegal or forbidden by the Company, in connection with any illegal purposes, or to solicit the performance of any illegal activity or activities that infringe on the rights of Mysteel Singapore Pte Ltd or any third party.
- (c) You shall not gain unauthorized access to any portion of this Website, or to any of the services offered on or through the Website. When using this Website and its content, you agree to comply with applicable laws. You shall not use this Website and its content to produce, read, copy, or disseminate any information that is illegal, to infringe on any other person's rights.