

# Terms of Use

## 1. Introduction

- 1.1 These terms of use (and any updates and supplements thereto) ("**Terms**") govern the use of all Sites and related Services owned, operated or provided by Mysteel Singapore, Mysteel UK, Shanghai Baiqian and/or another Group Company. These Terms constitute a binding agreement between you and Mysteel Singapore, Mysteel UK, Shanghai Baiqian and/or the relevant Group Company.
- 1.2 Your use of the Sites and/or Services is conditional on you complying with these Terms and in using and/or accessing the Sites 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 posted on specific Sites or agreed to in relation to any Service ("**Specific Terms**"). (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 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 Sites and/or Services or any part thereof.

Submission of registration information by you to us (where relevant) and whether through one of the Sites or otherwise will constitute an offer by you to become a Registered User subject to these Terms and any other terms applicable to the specific registration. You will not become a Registered User nor be entitled to access or receive Sites, Content or Services relating to the relevant registration 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 process on that Site and/or in respect of that Service).

- 1.3 If you have any questions regarding these Terms, please contact us at [inquiries@mcsbrokers.com](mailto:inquiries@mcsbrokers.com).

## 2. Definitions

- 2.1 "**you/your**" means (as appropriate) the Visitor and/or Registered User accessing a Site or using a Service.
- 2.2 "**we/us/our**" means Mysteel Singapore, Mysteel UK, Shanghai Baiqian and/or a Group Company as the context requires.
- 2.3 "**Connected Networks**" means certain third parties social networking sites (including without limitation Wechat, Twitter and LinkedIn) which we may choose to affiliate with a certain Site.
- 2.4 "**Content**" means all material, data, articles, information and products on the Sites 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).
- 2.5 "**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.
- 2.6 "**External Sites**" means websites other than the Sites provided by Sponsors or other third parties.
- 2.7 "**Framing**" means the bringing up of or presenting Content within another website.

- 2.8 "**Group Company**" means MCS Group, or any subsidiary or affiliated company of MCS Group.
- 2.9 "**Intellectual Property**" mean 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.
- 2.10 "**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 Sites and/or feedback to be provided to us.
- 2.11 "**Investment**" means any security, share, debenture, financial product or any other investment product.
- 2.12 "**Mysteel Singapore**" means Mysteel Singapore Pte. Ltd., a company incorporated in Singapore, whose registered address is at Plus, 20 Cecil Street, #10-06, Singapore 059705.
- 2.13 "**Mysteel UK**" means Mysteel UK Limited, a company incorporated in London.
- 2.14 "**Shanghai Baiqian**" means Shanghai Baiqian Business Consulting Co., Ltd, a company incorporated in the People's Republic of China, whose registered address is at Room 1005, Block E, 6/F, building1, 1000 zhenchen Road, Baoshan District, Shanghai.
- 2.15 "**Posted Material**" means the information and/or materials posted to Interactive Areas by you or any third party.
- 2.16 "**Privacy Policy**" means our relevant privacy policy relating to your personal data and/or information.
- 2.17 "**Visitor**" means a user who accesses our Sites without registration.
- 2.18 "**Registered User**" means a user of certain Sites and/or Services who has registered with us in order to access such Sites and/or Services.
- 2.19 "**Representative**" means our suppliers, officers, employees, partners, affiliates, subsidiaries, successors and assigns, agents or representatives.
- 2.20 "**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 a Site (including, without limitation, any Interactive Areas).
- 2.21 "**Sites**" means all websites owned, operated or provided by MCS group, Mysteel Singapore, Mysteel UK, Shanghai Baiqian and/or another Group Company.
- 2.22 "**Social Media Page**" means a page created, operated or otherwise provided by MCS Group, Mysteel Singapore, Mysteel UK, Shanghai Baiqian and/or another Group Company via a third parties social media site, network, application and/or service.
- 2.23 "**Sponsors**" means sponsoring organisations and advertisers.

2.24 **"Third Party Service(s)"** means products or services provided by anyone other than MCS Group, Mysteel Singapore, Mysteel UK, Shanghai Baiqian and any Group Company.

### **3. Who may use and/or access the Sites and/or Services**

3.1 The Sites and/or Services are intended for users eighteen (18) years of age and above. Registered Users 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 any 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 Sites 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 a Site and/or Service or view or use any Content.

4.2 To the extent any individual accesses a 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.

### **5. Our Intellectual Property**

5.1 You acknowledge and agree that all Intellectual Property rights relating to the Sites 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, UK, and other jurisdictions. We may license the Content for third party use in our sole discretion.

5.2 You may use the Sites, 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 Sites, Services and/or Content for any commercial purpose, whether direct or indirect.

5.3 Notwithstanding Clause 5.2, 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.

5.4 The trademarks 'MCS' and 'Mysteel' are the property of MCS group, and other trademarks/logos appearing on the Sites may belong to MCS, Mysteel Singapore, Mysteel UK, Shanghai Baiqian, other Group Companies or third parties. None of these marks may be used without the express prior written permission of the respective owners.

5.5 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 Content to anyone without our express prior written permission, is not authorised and may be a violation of copyright laws.

- 5.6 Any request for permission to republish, reprint or use any articles from any of the Sites or our trade marks for any purpose other than those permitted under this Clause 5 (or any relevant Specific Terms) should be sent to [inquiries@mcsbrokers.com](mailto:inquiries@mcsbrokers.com).
- 5.7 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 5, any such restrictions shall apply to the fullest extent permitted in accordance with such law.
- 5.8 If you are accessing our Sites as a Registered User, we reserve the right to cancel your right of access to the Sites and/or Services if we, in our sole discretion, determine that you have infringed our Intellectual Property.

## **6. Means of accessing the Sites and/or Services**

- 6.1 You may access a Site as follows:
- a. if you go through a registration process on that Site (if available), as a Registered User;
  - b. by accessing the Site as a Visitor without registration under (a), your use of the Site or any Content constitutes your acceptance of these Terms.
- 6.2 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.

## **7. Cross-jurisdiction provision of Content**

- 7.1 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.
- 7.2 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 'Gift' but the cost or value of the item may still be stated on the customs form and/or the package.

## **8. Our provisions of the Sites and/or Services**

- 8.1 Subject to and without limitation to Clause 16, we will exercise reasonable skill and care in our provision of the Sites and/or Services to Visitors and Registered Users, 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. Registrations and subscriptions**

- 9.1 To access certain Sites (or specific Content within certain Sites), and/or to receive certain Services, you must register with us as a Registered User.
- 9.2 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 applicable Site or by contacting us using our contact details on the applicable Site. If you do not provide accurate and complete information to us when you register, we may not be able to provide the Sites, Services and/or Content that you request for.
- 9.3 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.
- 9.4 When you register, you will be given user name and password, as appropriate for your registration to the relevant Site and/or Service.
- 9.5 Except to the extent that a user name and password is intended for more than one user as expressly agreed to by us in writing, the following are strictly prohibited:
  - a. the sharing of their user name and/or password (whether intentional or otherwise) by a Registered User under any registration 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, the above will constitute a breach of these Terms and may result in the immediate termination of your registration, and without limitation, a claim for damages or otherwise, being brought by us against you.

- 9.6 Notwithstanding the restrictions in Clause 9.5 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 other information), you must notify us immediately by emailing [inquiries@mcsbrokers.com](mailto:inquiries@mcsbrokers.com).

## **10. Term and cancellation**

- 10.1 Subject to your continued compliance with these Terms and to certain exceptions, access to our Sites and/or Services is on an ongoing basis and is not subject to any particular time limit.
- 10.2 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.
- 10.3 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.
- 10.4 We may cancel and/or terminate your access to and use of any Site and Content and/or your receipt of any Service on these Terms 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; or
- b. if you are a Visitor, immediately, without notice to you.

10.5 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, and /or termination.

## **11. Email communications from us**

We, our Group Companies or our Third Party Service providers may send you emails to keep you updated on developments relating to the Sites and/or Services. we retain the right to send you informational email messages relating to your account or administrative notices regarding the Sites and/or Services, to the extent as permitted under applicable laws.

## **12. Interactive Areas on our Sites and/or Services**

12.1 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.

12.2 To the extent permitted under applicable law, you hereby waive, all moral rights or rights of a similar nature in any jurisdiction (as may be applicable) in respect of any Posted Material.

12.3 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.

12.4 Without prejudice to Clause 12.3 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.

- 12.5 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.
- 12.6 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.
- 12.7 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 12. 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.
- 12.8 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.
- 12.9 Where Clauses 12.1 to 12.8 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.

### **13. Copyright violations in respect of Posted Content**

- 13.1 If you believe that your work has been copied and posted on any of our Sites 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.

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

By mail:

Mysteel Singapore Pte.Ltd.  
Plus, 20 Cecil Street,  
Unit 10-06,  
Singapore 049705

- 13.3 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 13.1. Messages related to other matters will not receive a response through this process.

### **14. Linking**

- 14.1 You may create a link from your website to the home page of certain Sites provided that you complete the linking registration form available at the applicable Site (or by contacting us), and provided that you do not link to the Site from any website containing any material which is unlawful.
- 14.2 Upon linking to any 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 5.4, no other use of our trademarks or name is permitted without our express prior written permission.
- 14.3 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:
- your name, email address and telephone number;
  - the name of your company;
  - the web address(es) where the proposed Deep Linking or Framing will occur; and
  - the specific proposal and details about the contemplated Deep Linking or Framing.

## **15. Advertisements, sponsorship, links and third-party transactions**

- 15.1 A Site and/or a Service may contain:
- links to External Sites; and/or
  - 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.

- 15.2 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:
- make any warranty, express or implied, with respect to the use of the links provided on, or to, a Site or Service;
  - guarantee the accuracy, completeness, usefulness or adequacy of External Sites or Third Party Services; or
  - 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.

- 15.3 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.

## **16. Limitation of liability**

- 16.1 Without prejudice to the remaining provisions of this Clause, you acknowledge and agree that your use and access of the Sites, Services and/or Content is entirely at your own risk and you acknowledge that all Sites, Content and Services are provided on an "as is" and "as available" basis. The Sites, Services and/or Content are made available for your general information



only and the Sites, Services and/or Content are not intended to address your particular requirements (including, but not limited to, trading requirements).

- 16.2 The Sites, 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.
- 16.3 The Sites, Services and/or Content may include inaccuracies and/or typographical errors. Changes are periodically made to the Sites, 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 Sites, Services and/or Content;
  - b. the accuracy, availability, reliability, completeness or timeliness of the Sites, Services and/or Content;
  - c. the results obtained from accessing and using any Site, Service and/or Content.
- 16.4 Furthermore, we do not represent or warrant that:
- a. the functions contained in the Sites, Services and/or Content will be uninterrupted or error-free;
  - b. defects (if any) will be corrected;
  - c. the Sites, Services and/or Content or the servers that make them available are free of viruses or other harmful components; nor
  - d. the use of any of the Sites, Services and/or Content will not infringe the intellectual property rights of any third party.
- 16.5 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.
- 16.6 Without prejudice to Clause 16.5, 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 Sites, 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 Sites, Services and/or Content at any time.

- 16.7 Without prejudice to Clauses 16.5 and 16.6, 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.
- 16.8 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.
- 16.9 Nothing in these Terms shall limit or exclude our liability for any liability that cannot be excluded or limited by applicable laws.

## **17. Indemnity**

- 17.1 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;
- 17.2 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.

## **18. Breach and termination**

- 18.1 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 and/or Registered User to and/or use of the Sites, 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.
- 18.2 Upon a termination, pursuant to Clause 18.1 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 Sites, Services and/or Content, or any part thereof.

## **19. Variations**

- 19.1 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 Sites and Variations which are in our view, material, will be emailed to our

Registered Users. You are responsible for checking the Sites 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.

- 19.2 If you do not agree to any Variation to these Terms, you are to stop accessing and/or using the Sites, Services and/or Content immediately. Your continued access and/or use of the Sites, 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.
- 19.3 We may also update, change, remove or discontinue access to any of the Sites, Services and/or Content or change any aspect, features, component or content of the Sites, 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 Sites, 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 Sites, Services and/or Content.

## **20. Notices**

- 20.1 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 Mysteel Singapore at [inquiries@mcsbrokers.com](mailto:inquiries@mcsbrokers.com).
- 20.2 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).

## **21. General**

- 21.1 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 Sites, Services and/or Content and supersedes all prior agreements, negotiations and discussions between you and us relating to the same.
- 21.2 Headings in these Terms are solely for convenience, and shall have no legal meaning or effect.
- 21.3 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.
- 21.4 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.
- 21.5 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.
- 21.6 We shall not be liable for any non-performance, error, interruption or delay in the performance of our obligations, the provision of the Sites, Services and/or Content (or any part thereof) or

in the operation of the Sites, Services and/or Content, or any unavailability of the Sites, 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.

21.7 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.

21.8 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.