

International Finance Asia

Terms and Conditions

Terms and Conditions

These Terms and Conditions govern your use of this website (the “Website”).

As used in these Terms and Conditions, the words “you” and “your” refer to natural persons using the Website on their own behalf and not as agents of any third party natural or legal person.

Please read these Terms and Conditions carefully before you use the Website. Each time you use the Website and the information and services available through the Website, you are agreeing to comply with and be bound by these Terms and Conditions. If you do not agree to comply with and be bound by these Terms and Conditions, please do not use the Website.

International Finance Asia Ltd. (“Company” or “we” or “us” or “our”) operates the Website. The Company is incorporated in Labuan under registration number LL 14391 through the Department of Registrar of Companies. The Company is authorized and regulated by the Labuan Financial Services Authority to act as a Securities Licensee with License No. SL/18/0009 operating as an international prime broker.

We reserve the right, in our sole discretion, to change these Terms and Conditions at any time. Any change we make to these Terms and Conditions will be effective immediately upon the posting of the changed Terms and Conditions on the Website. You should check these Terms and Conditions periodically to be sure you are aware of the most current Terms and Conditions. If you use the Website after we post changes to the Terms and Conditions, you will be bound by the changed Terms and Conditions.

Your use of the Website will be governed by the Terms and Conditions as they appear on the Website at the time of your use of the Website.

These Terms and Conditions are in addition to any other agreements between you and the Company, including any customer or account agreements and any other agreements you may enter into with the Company that govern your use of products, services, content, tools and information available on the Website or otherwise from the Company.

Use of the Website

The Website is intended only for your personal, non-commercial use and display. You may download information from the Website to your computer and print out a hard copy for your personal reference, provided that you agree not to remove any copyright, trademark or other notices contained therein and that you otherwise comply with these Terms and Conditions.

Privacy and Cookies

Please review our Privacy Policy and our Cookies Policy, which also govern and apply to your use of the Website.

No Recommendations or Advice Provided

The Company provides institution investors with brokerage services. The Company does not make investment recommendations. The Company provides an execution only dealing service and accordingly does not offer any specific advice or recommendations on the making of investment agreements. Any advice on the making of investment agreements which may be contained anywhere on the Company website is nonspecific and of a generic nature only, and you may be required to sign further agreements with regard to any additional services we may from time to time provide on the Company website.

The Company provides the content of the Website for informational, educational and non-commercial purposes only. Although we may provide through the Website data, content and information relating to investment approaches and opportunities to buy or sell securities, including foreign exchange and commodities, you should not construe any such data, content or information as financial, tax, legal or other advice from Company. You alone bear the sole responsibility of evaluating the merits and risks associated with the use of any data, content or information on the Website before you make any decisions based on that data, content or information. In exchange for using the data, content or information available through the Website, you agree that you will not hold, or attempt to hold, Company or its third-party content providers liable for any claim or possible claim for damages arising from any decision you make based on any data, content or information made available to you through the Website.

Website Content

The content that the Company, its affiliates and users may make available through the Website (the "Content") may include, but is not limited to, the following: (1) account positions, balances, transactions and history; (2) general news and information, commentary, research reports and data concerning the financial markets, securities and other subjects; (3) market data such as quotations for securities transactions and/ or last sale information for completed securities transactions; (4) financial and investment interactive tools, such as alerts or calculators, coaching sessions; (5) access to blogs, wikis, online webinars, conferences, telecasts, podcasts, message boards and other public forums; (6) art work, graphics, photographs, images, screen shots, text, music, digitally downloadable files, video clips, trademarks, logos, product and character names or slogans; and (7) tax preparation, bill payment and account management tools. Some Content may be supplied by third-party companies that are not affiliated with the Company.

Content uploaded to the Website by third parties, including, without limitation, affiliates and users, is neither endorsed nor approved by the Company. We make it available to you only as a service and a convenience to you. We and our third-party providers do not guarantee the accuracy, timeliness, completeness or correct sequencing of any Content on the Website, and we and our third-party providers do not warrant any results from your use or reliance on any Content on the Website. The Content on the Website may be or become unreliable for various reasons including, for example, the passage of time and changes in market conditions or economic circumstances.

Neither the Company nor our third-party providers are obligated to update any information or opinions contained in any of the Content on the Website. We may, in our sole discretion, discontinue offering any Content, including any third-party Content, on the Website at any time without any warning or notice of any kind to you. You agree that neither the Company nor our third-party providers will be liable to you in any way for the termination, interruption, delay or inaccuracy of any Content on the Website. You agree that you will not redistribute or facilitate or encourage the redistribution of any Content on the Website, nor will you provide access to the Content to anyone who is not authorized by the Company to receive the Content.

Third Party Links

The Website may include links to third-party websites. The links on the Website may allow you to gain access to a website or source of information that is not owned or controlled by, and is not affiliated in any way with the Company. You acknowledge that such other websites and sources of information are not owned by or under the control of the Company. You also acknowledge and agree that the Company will not be responsible for any information found at any other websites or sources of information, even if they were accessed by link from the Website. We provide such links only as a convenience to you. We have not tested any software or verified any information found on any other websites. The fact that we provide a link to another website does not constitute or indicate an endorsement of the website or its contents by the Company. You acknowledge and agree that there are inherent risks in the use of any software or information found on the Internet. You also acknowledge that you understand those risks and that your use of the Website and any links on the Website is entirely at your risk.

Electronic Communications

The Website provides you with one or more Company email addresses that you may use to communicate electronically with the Company. All email messages you send to Company using those email addresses will be received or otherwise recorded by the Company corporate email system. However, you acknowledge and agree that such email messages are also subject to being received or intercepted by, and disclosed to, someone other than the Company or its service providers. You agree not to use email to transmit any confidential personal information to us.

License and Website Access

The Company grants you a limited, nonexclusive, nontransferable license to view, bookmark, download and print the pages of the Website, and the documents, graphics and media incorporated on those pages, solely for the purpose of your personal, non-commercial use and display. You are solely responsible for obtaining, paying for, operating, repairing and maintaining all of the software, equipment, telephone lines and other materials that you need in order to access and use the Website and for ensuring that your computer or device meets all necessary technical specifications to enable you to access the Website. You must treat all password

required for the Website as confidential and must not disclose them to any third party. You may not modify, copy, distribute, transmit, post, display, perform, reproduce, publish, license, create derivative works from, transfer or sell any pages, data, information, software, products or services obtained from the Website, unless you have obtained the prior written permission of the Company or you are using a service available through this Website that is the subject of a separate agreement with us. The Company expressly reserves the right to monitor any and all use of the Website and to deny the use of the Website to anyone at any time for any reason. Unless you have obtained our prior written permission, you may not:

- Copy, modify or display the Company name, logo, trademarks, text, or graphic images or content in any way, except as described in these Terms and Conditions.
- Redeliver any of the pages, text, graphic images or content of the Website using "framing" technology:
- Modify or use the Company name, logo or other trademarks or the pages, text, graphic images or content from the Website for any purpose other than described in these Terms and Conditions (any such a modification or use is a violation of our copyrights and/or other proprietary rights);
- Use devices (including software) that are designed to provide repeated automated access to this Website, other than those made generally available by Company;
- Probe, scan or test the vulnerability of any system or network related in any way to the Website; and
- Include "International Finance Asia Ltd.", any Company trademark, any Company executive's or other employee's name or any variation of any of the foregoing, as a metatag, hidden textual element or any other indicator that may create an impression of affiliation, sponsorship or endorsement between the Company or the Website and other person, entity or other website.
- We reserve the right to take all measures necessary to prevent any of these activities for which we have not provided our prior written permission, including denial or termination of access to and use of the Website. You acknowledge and agree that the Company is entitled, without waiving any other rights or remedies, to injunctive or equitable relief as may be deemed proper by us to enforce our rights.

Intellectual Property Rights

All content on the Website, including, but not limited to, text, graphics, audio clips, logos, buttons, images, digital downloads, data compilations, software, icons, html code and xml code, is the property of the Company or its third-party content providers and is protected by U.S. and international copyright laws.

The compilation of all content on the Website is the exclusive property of the Company or its thirdparty content providers and is protected by U.S. and international copyright laws. All software used on the Website is the exclusive property of the Company or its third-party software providers and is protected by U.S. and international copyright laws and other laws.

Downloading Software and Files

If you download software or files from the Website, the software-including any files or images incorporated in or generated by the software and data accompanying the software and files (collectively, the "Files") are licensed to you by the Company solely for your personal, non commercial use. However:

Company does not transfer to you any title to or ownership of the Files;

- You own the medium on which the Files are recorded, but Company and its licensors retain full and complete title and ownership in and to the Files, including all intellectual property rights therein;
- You may not redistribute, sell, decompile, reverse engineer, disassemble or otherwise reduce the Files to any other form whatsoever; and
- Software from the Website may be subject to export controls. Software from the Website may not be exported by you outside the country from which you access the Website.

No Illegality

The Website will not be considered a solicitation for or offering by Company of any investment product or service to any person in any jurisdiction where such solicitation or offering would be illegal.

Warranties

As a condition of your use of the Website, you warrant to us that you will not use it or any material or information on it for any purpose that is unlawful or prohibited by these Terms and Conditions. You warrant that you are using the Website for yourself and not for any commercial purposes, that you are 18 years or older and that you will use the Website in accordance with these Terms and Conditions. You agree to be financially responsible for all charges, fees and other sums of whatever nature which arise out of your use of the Website.

Compliance with Local Law

You agree to comply with all laws and rules regarding Internet and website use and conduct that are applicable in the country, state, province, city or other locality in which you are located when you access and use the Website. In addition, you agree to comply with all applicable laws, rules, codes and regulations regarding the export and transmission of technical data.

Requirements for Hyperlinking to the Website

You may not hyperlink to this Website unless you accept, agree to and comply with the following hyperlinking requirements and conditions:

- The hyperlink must resolve to resolve to the portal page for the Website at www.internationalfinanceasia.com
- The text of the hyperlink on the linking Website must include the terms "International Finance Asia Ltd." Or "internationalfinanceasia.com," or "www.internationalfinanceasia.com (you may not use any Company logo or other proprietary graphic, including but not limited to banner advertisements, as part of the hyperlink without our prior written permission).
- The hyperlink and surrounding context on the linking website must not falsely represent or suggest any relationship between the linking website and Company or this Website (including suggestions of affiliation, endorsement or sponsorship);
- The hyperlink and surrounding context on the linking website must not portray Company or its products or services in a false, misleading, derogatory, disparaging or otherwise offensive manner;

- The hyperlink must deliver content outside of a framed environment and must maintain the integrity of the layout, content and look and feel of this Website; and
- The hyperlink must deliver users directly to this Website unaltered, unmodified, and unadulterated in any way by the hyperlinking website.
- In no event are you permitted to maintain numerous or pervasive links to this Website without our prior written permission.

Termination, Suspension or Modification

We reserve the right to terminate, suspend or modify your access to the Website at any time, without notice to you, for any reason whatsoever. You agree that the Company will not be liable to you or any third party for any termination, suspension or modification of your access to this Website or user generated content thereof.

Disclaimers and Limitations of Liability

YOU ACKNOWLEDGE, UNDERSTAND AND AGREE THAT:

YOUR USE OF THE WEBSITE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE FULL EXTENT PERMITTED UNDER APPLICABLE LAW, THE COMPANY EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND WITH RESPECT TO THE WEBSITE AND ANY PRODUCTS OR SERVICES AVAILABLE ON OR THROUGH THE WEBSITE, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON- INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, THE COMPANY MAKES NO WARRANTY THAT:

1. THE WEBSITE WILL MEET YOUR REQUIREMENTS;
2. THE WEBSITE WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE OF VIRUSES, ERRORS, WORMS, DATE BOMBS, TIME BOMBS OR OTHER HARMFUL COMPONENTS;
3. THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE WEBSITE WILL BE ACCURATE OR RELIABLE;

4. THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE WEBSITE WILL MEET YOUR EXPECTATIONS;

5. ANY ERRORS ON THE WEBSITE WILL BE CORRECTED; AND

6. THE DATA AND MATERIALS PRESENTED OR DISPLAYED ON THE WEBSITE ARE CORRECT, ACCURATE, TIMELY OR RELIABLE. ANY CONTENT OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE WEBSITE IS DONE AT YOUR OWN DISCRETION AND RISK. YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOADING OF ANY SUCH CONTENT.

YOU AGREE THAT NEITHER THE COMPANY NOR ANY THIRD PARTY ENGAGED IN PROVIDING SERVICES TO YOU ON OR THROUGH THE WEBSITE WILL BE RESPONSIBLE OR LIABLE TO YOU OR ANYONE ELSE FOR ANY DAMAGES CAUSED BY THEFT, UNAUTHORIZED ACCESS, SYSTEMS FAILURE, COMMUNICATIONS LINE FAILURE OR OTHER SIMILAR OCCURRENCES.

NO ADVICE OR INFORMATION, WHETHER WRITTEN OR ORAL, WHETHER OBTAINED BY YOU FROM THE COMPANY, FROM A COMPANY EMPLOYEE OR AGENT OR THROUGH OR FROM THE WEBSITE, WILL CREATE ANY WARRANTY THAT IS NOT EXPRESSLY STATED IN THESE TERMS AND CONDITIONS. THE COMPANY WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, REVENUE, INCOME, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM:

1. THE USE OF OR THE INABILITY TO USE THE WEBSITE;

2. THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO, THROUGH OR FROM THE WEBSITE;

3. ACCESS TO OR ALTERATION OF YOUR ACCOUNT, TRANSMISSIONS OR DATA DUE TO YOUR CONDUCT, INACTION OR NEGLIGENCE;

4. STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE WEBSITE; OR
5. ANY OTHER MATTER RELATING TO THE WEBSITE.

Indemnification

You agree to indemnify, defend and hold harmless the Company and its affiliates and the officers, directors, employees, agents and representatives of the Company and its affiliates, from and against any and all claims, liabilities, damages, losses or expenses, including attorneys' fees and costs, arising out of or in any way connected with (a) your access to or use of the Website and/or (b) your violation of these Terms and Conditions.

Severability

If any provision of these Terms and Conditions is deemed unlawful, void or for any reason unenforceable, then that provision will be deemed severable from these Terms and Conditions and will not affect the validity and enforceability of the remaining provisions.

No Waiver

If any provision of these Terms and Conditions is deemed unlawful, void or for any reason unenforceable, then that provision will be deemed severable from these Terms and Conditions and will not affect the validity and enforceability of the remaining provisions.

Children

The services available through the Website are not intended for, and will not knowingly be made available by Company to, anyone under the age of 18 or who has otherwise not attained the legal age or age of majority under the laws of their place of residence.

Applicable Law and Exclusive Jurisdiction and Venue

These Terms and Conditions are governed by and will be construed in accordance with the Laws of Labuan. You agree that the Court in Labuan has and will have exclusive jurisdiction over, and that such Court will be the exclusive venue for, any dispute, litigation or claim that may arise or may be asserted regarding these Terms and Conditions or your use of the Website.

Contacting Us

If you have any questions about the Website or these Terms and Conditions, or if you feel that any information appearing or posted on the Website is inaccurate, untrue or inappropriate or breaks any of the rules set out in these Terms and Conditions, please contact us at: account@internationalfinanceasia.com.