

TERMS AND CONDITIONS OF USE

1. Introduction

- 1.1 Global Financial Consultants Pte Ltd (the “**Company**” or “**we**” or “**our**” or “**us**”) is in the business of providing financial advisory services.
- 1.2 This page sets out the terms and conditions on which you may make use of this website located at www.gfcadvice.com (“**Site**”) and our services. Please read the Terms and Conditions of Use and our Privacy Policy carefully before you start to use our Site and such online, electronic and/or interactive services provided at or in connection with this Site (“**Services**”). The content on this Site is provided for general information only. It is not intended to amount to advice on which you should rely, and or the basis upon which you take any action.
- 1.3 By accessing and/or using our Site and Services, you acknowledge that you have read, understood and agreed to be legally bound by these Terms and Conditions and the documents referred therein. If you do not consent to these Terms and Conditions, please do stop using our Site and/or our Services.

2. Agreement

- 2.1 You hereby represent and warrant that:
- (a) You have read and agree to these Terms and Conditions of Use and our Privacy Policy;
 - (b) You will use and/or access our Site and Services only for lawful purposes;
 - (c) No materials of any kind submitted through your account or otherwise shared by you through our Site and Service will violate or infringe upon the rights of any third party, including copyright, trademark, privacy, publicity or other personal or proprietary rights; or contain libellous, defamatory or otherwise unlawful material;
 - (d) All of the information provided by you to the Company (including without limitation personal particulars and contact information) is accurate and complete;
 - (e) You are at least of legal age, i.e. the minimum age required under your jurisdiction to have the necessary legal capacity, right, power and authority to agree to these Terms and Conditions of Use.

3. Changes to these Terms and Conditions of Use

- 3.1 We may from time to time vary or amend these Terms and Conditions of Use by posting the amended Terms and Conditions of Use on this Site. Any use of the Site or Services after the amendment of these Terms and Conditions of Use will be deemed to be an acceptance of the amended Terms and Conditions of Use by you. If you do not agree to the amended Terms and Conditions of Use, you have the right to close your account and/or cease using the Site and Services. Please check this page from time to time as the changes, variations and corrections to the Terms and Conditions of Use are binding on you.

4. Access to Site and Site Content

- 4.1 You are responsible for making all arrangements necessary for you to have access to our Site.
- 4.2 Please note that the Internet may be subject to interruption, transmission blackout, delayed transmission due to Internet traffic or incorrect data transmission as is inherent in the public nature of the Internet. We do not guarantee that our Site or Services or any content on it, will always be available or be uninterrupted. We will not be liable to you if for any reason our Site is unavailable at any time or for any period.
- 4.3 We may from time to time, without giving any reason or prior notice, update, change, suspend, discontinue and/or terminate (including, without limitation, any modification, deletion, replacement and corrections) all content on our Site and/or Services, in whole or any part, including but not limited to designs, text, graphics, photographs, pictures, images, video, software, music, sound and other files, rates, fees, quotes, historical data, charts, statistics, articles, our contact information, any other information, and their selection and arrangement

(the "**Site Content**"). While we will endeavour to keep the rates and fees posted on our Site current, the rates and fees posted on our Site may not immediately reflect such changes.

5. Your Account

5.1 We have the right to disable your account, any user identification code or password, whether chosen by you or allocated by us, at any time, should you fail to comply with any of the provisions of these Terms and Conditions of Use.

6. Intellectual Property Rights

6.1 All intellectual property, including but not limited to copyrights, patents, trademarks, and registered designs and other proprietary rights in the Site, Services and Site Content ("**Company IP**") shall vest in and remain with the Company and/or any third party owner of such rights.

6.2 You are not permitted to use any Company IP without the prior consent of the Company or such third party. Your access to and/or use of the Site, Site Content and Services should not be construed as granting, by implication, estoppel or otherwise, any license or right to use any Company IP appearing on the Site without the prior written consent of the Company or the relevant third parties.

6.3 Provided that you are eligible to use the Site, you are granted a limited license to access and use the Site, view, copy, distribute or otherwise use the Site Content if:

- (a) such use is solely for personal, non-commercial, and informational purposes only. If you wish to make any use of content on our Site other than that set out above, please contact us at enquiries@gfcadvice.com. The Company reserves the right to withdraw any such permission given to you at any time without any explanation or notice; and
- (b) all copies that you make of the Content will bear the relevant copyright, trademark or other proprietary notice located on our Site.

6.4 If you use Company IP in breach of these Terms and Conditions of Use, your right to use our Site, the Site Content and Services will cease immediately and you must, at our discretion, return or destroy any copies of the materials you have made.

7. Third Party Links

7.1 The Company may provide links to other sites owned, operated or provided by third parties ("**Third Party Sites**"), as well as designs, text, graphics, photographs, pictures, images, video, software, music, sound and other files, rates, fees, quotes, historical data, charts, statistics, articles, any other resources, information and content belonging to or originating from third parties (the "**Third Party Content**").

7.2 The Company has no control over, and is not responsible for the content on the Third Party Sites or for any damage you may incur from the Third Party Sites (including without limitation, any virus, spyware, malware, worms, errors or damaging material contained in the Third Party Sites) or the availability of any content on the Third Party Sites, and you hereby waive any claim against us with respect to the Third Party Sites.

8. Termination

8.1 You agree that we may, at any time in our sole and absolute discretion, with or without notice, suspend, terminate or disable your access to, or use of, our Site and Services (or any portion, aspect or feature of the Service or the Site) or terminate your account without any reason.

8.2 If we believe that you have violated or acted inconsistently with these Terms and Conditions of Use, we may take such action as we deem appropriate, including but not limited to, immediate, temporary or permanent withdrawal of your right to use our site, further legal action against you or disclosure of such information to law enforcement authorities as we reasonably deem necessary.

9. Data Use and Privacy

- 9.1 Please do not submit any Personal Data or data without first reading our Privacy Policy which explains our data use and privacy practices in detail.

10. Disclaimers

- 10.1 OUR SITE AND SITE CONTENT ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS ONLY, WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE COMPANY DISCLAIMS ALL CONDITIONS, WARRANTIES, REPRESENTATIONS OR OTHER TERMS, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF SATISFACTORY QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COMPLIANCE WITH DESCRIPTION OR THE WARRANTY OF NON-INFRINGEMENT.
- 10.2 THE COMPANY DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OF THE SITE, SITE CONTENT AND/OR THE SERVICES IN TERMS OF THEIR ACCURACY, CORRECTNESS, COMPLETENESS, TIMELINESS, RELIABILITY, PERFORMANCE, FITNESS FOR ANY PARTICULAR PURPOSE OR OTHERWISE.
- 10.3 THE COMPANY SHALL NOT BE RESPONSIBLE FOR ANY THIRD PARTY SITES ACCESSED THROUGH THE SITE OR SERVICES OR FOR ANY THIRD PARTY CONTENT POSTED ON THE SITE OR SERVICE, INCLUDING WITHOUT LIMITATION THE CONTENT, ACCURACY, OFFENSIVENESS, OPINIONS, RELIABILITY OR POLICIES OF OR CONTAINED IN THE THIRD PARTY SITES OR THE THIRD PARTY CONTENT, THE CONSEQUENCES OF ACCESSING ANY THIRD PARTY SITES OR THIRD PARTY CONTENT OR FOR ANY FAILURE OF PRODUCTS OR SERVICES OFFERED OR ADVERTISED ON THE THIRD PARTY SITES OR THIRD PARTY CONTENT.

11. Limitation of Liability

- 11.1 IN ADDITION AND WITHOUT PREJUDICE TO ANY RIGHT OR REMEDY THAT THE COMPANY MAY HAVE AT LAW, THE COMPANY SHALL NOT, TO THE FULL EXTENT PERMITTED BY LAW, BE LIABLE WHATSOEVER TO ANY USER ACCESSING OUR SITE, SITE CONTENT, SERVICES, THIRD PARTY CONTENT AND/OR THIRD PARTY SITES IN RESPECT OF ANY AND ALL LOSSES, DAMAGES, CLAIMS, LIABILITIES, COSTS, CHARGES AND/OR EXPENSES INCLUDING LOSS OF PROFITS, OPPORTUNITIES, REVENUE, USE, OR DATA OF WHATSOEVER NATURE OR HOWEVER ARISING, INCLUDING BUT NOT LIMITED TO LOSS ALLEGED TO BE ARISING FROM BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTORY DUTY OR OTHERWISE) ("**LOSS**"), EVEN IF FORSEEABLE OR IF THE COMPANY HAS BEEN ADVISED TO SUCH POSSIBILITY OF SUCH LOSS, INCLUDING WITHOUT LIMITATION:
- (a) THE USE OF OR RELIANCE ON ANY CONTENT, AVAILABILITY, CURRENCY, SUITABILITY AND COMPLETENESS OF THE SITE, SITE CONTENT, AND/OR SERVICES;
 - (b) ANY VIRUS, DISTRIBUTED DENIAL-OF-SERVICE ATTACK, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE AND/OR ACCESS OF SITE OR SERVICES; AND/OR
 - (c) ANY CAUSE WHICH THE COMPANY HAS NO CONTROL OVER, WHETHER FULLY OR PARTLY, INCLUDING WITHOUT LIMITATION, FAILURE OF ELECTRONIC OR MECHANICAL EQUIPMENT OR COMMUNICATION LINES, TELEPHONE OR OTHER INTERCONNECT PROBLEMS, UNAUTHORISED ACCESS, FAILURE OF PUBLIC TRANSPORTATION, COMMON CARRIER COMMUNICATION OR UTILITY SYSTEMS, DATA OR OTHER THEFT (INCLUDING THE THEFT OF PASSWORDS, CODES OR LOG-IN SEQUENCES) AND OPERATOR ERRORS.

12. Indemnity

- 12.1 You agree to indemnify and hold the Company harmless against all claims, liabilities (including statutory liability and liability to third parties), charges, expenses, penalties, costs (including without limitation, legal costs on a full indemnity basis), damages, awards and/or losses suffered or incurred by the Company, including profits or opportunities (potential or actual) which may be deprived or lost, due to or arising out of:
- (a) your access of and/or use of our Site, Site Content, Service, Third Party Content and Third Party Sites;
 - (b) your connection to the Site;
 - (c) your violation of any rights of another person or entity; or
 - (d) your breach of any statutory requirement, duty or law.

13. Force Majeure

- 13.1 No party shall be liable for any failure to perform its obligations under these Terms and Conditions of Use if the failure results from a Force Majeure Event (defined below), provided always that whenever possible, the affected party will resume that obligation as soon as the Force Majeure Event occasioning the failure ceases or abates.
- 13.2 For the purposes of these Terms and Conditions of Use, a "Force Majeure Event" is an event which is a circumstance or event beyond the reasonable control of a party which affects the general public in that party's country or in the territory, and which results in the party being unable to observe or perform on time an obligation under these Terms and Conditions of Use. Such circumstance or event shall include industrial action or labour disputes, civil unrest, war or threat of war, criminal or terrorist acts, government action or regulation, telecommunication or utility failures, power outages, fire, explosion, natural physical disasters, epidemic, quarantine restrictions, and general failure of public transport.

14. Entire Agreement

- 14.1 These Terms and Conditions of Use constitute the entire agreement among and between the Parties with respect to the subject matter hereof, and shall replace any negotiations and understandings, oral or written, heretofore made between the Parties with respect to the subject matter hereof.

15. Assignment

- 15.1 Except as otherwise provided in this Terms and Conditions of Use, no Party may assign, or grant any encumbrance over or deal in any with, any of its rights under this Terms and Conditions of Use or any document referred to in it.

16. Severability

- 16.1 If any term or provision in these Terms and Conditions of Use shall in whole or in part be held to any extent to be illegal or unenforceable under any enactment or rule of law, that term or provision or part shall to that extent be deemed not to form part of these Terms and Conditions of Use and the enforceability of the remainder of these Terms and Conditions of Use shall not be affected. The failure of the Company to exercise or enforce any right or provision of these Terms and Conditions of Use shall not constitute a waiver of such right or provision in that or any other instance.

17. Relationship of Parties

- 17.1 Nothing in these Terms and Conditions of Use shall constitute or be deemed to constitute an agency, partnership or joint venture between the Company and you, and neither party shall have any authority to bind the other in any way.

18. Third Party Rights

18.1 Except as provided for expressly in these Terms and Conditions of Use or any other agreements (including the Privacy Policy) between us and you, a person or entity who is not a party to this Terms and Conditions of Use has no right under the Contracts (Rights of Third Parties) Act to enforce any term of, or enjoy any benefit under, this Terms and Conditions of Use.

19. Governing Law and Jurisdiction

19.1 These Terms and Conditions of Use and all matters relating to your access to, or use of, this Site and the Services are governed by and construed in accordance with the laws of Singapore, without giving effect to any principles of conflicts of law. You hereby agree to submit to the non-exclusive jurisdiction of the Singapore courts.

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