



Make trade easy



Table of Contents

T&C (Conditions of Usage) for the Paper Trader Platform	3
1. DEFINITIONS	3
2. ELIGIBILITY	6
3. ACCOUNT	8
4. TRADABLE PRODUCTS	9
5. OPERATING HOURS	9
6. OFFERS AND BIDS	10
7. DISPLAY AND DURATION OF BIDS OR OFFERS	11
8. TRANSACTIONS	12
9. PAYMENTS	14
10. LIMITATION OF LIABILITY	16
11. INDEMNITY	18
12. DATA AND CONFIDENTIALITY	19
13. ELECTRONIC NOTICES	20
14. FORCE MAJEURE EVENTS	21
15. SUSPENSION AND TERMINATION	22
16. COMPLAINTS AND DISPUTE RESOLUTION	23
17. MISCELLANEOUS	24
TERMS OF USAGE OF THE WEBSITE(S)	26



PAPER TRADER PLATFORM TERMS OF USE

T&C (Conditions of Usage) for the Paper Trader Platform

This agreement and all terms incorporated by reference herein (our **“Terms and Conditions”**) apply to your use of the Paper Trader electronic price matching platform (**“Platform”**) operated and maintained by Paper Trader Platform Pte. Ltd. (**“Company”, “we”, or “us”**), which facilitates the posting, viewing, selection and acceptance of bids and offers for price matching between users on the Platform (**“Transactions”**) and/or other services provided by the Company through or in connection with the Platform (collectively, the **“Services”**) for physical sale and purchases of Tradable Products (as defined below) off the Platform.

Please read these Terms and Conditions carefully. By accessing or using any Services made available by us, you agree to be legally bound by these Terms and Conditions.

Any decision to be made by us or actions that we may take in these Terms and Conditions may be made at our sole discretion.

1. DEFINITIONS

Capitalized terms not otherwise defined in these Terms and Conditions will have the following meanings, and if they are not specified here in the form as they are generally accepted by market practice. When in doubt, contact us before signing the agreement:-

“Account” means a user account created by the Company for a User in order to enable such User to access the Platform and the Services;

“AML/CFT Policy” shall have the meaning given to it in Clause 2.3;

“Bid” means the listing of an intention by a Buyer to price match on the Platform an offer to buy Tradable Products off the Platform, such offer comprising the Offer Terms and being a legally binding offer which is capable of acceptance;

“Buyer” means the User who makes a Bid of Tradable Products on the Platform;

“Commodities” means any technically specified commodity products presented on the Platform, and any other products that the Company accepts as **“Commodities”** for the purposes of these



Terms and Conditions from time to time and as notified over the Platform;

“Company” means Paper Trader Platform Pte Ltd, company number 202033836M, a company incorporated in Singapore whose registered office is at 18 NATHAN ROAD, #04-08 NATHAN PLACE, SINGAPORE (248747) Singapore. This can also be referenced to with “PT” or “PT: make trade easy”, or similar in documents, communication and marketing efforts.

“Licensee” is the User with whom the Company has a SLA that allows them to market the Platform under any Platform sub-brand.

“Matched Counterparty” means, with respect to a Seller or Buyer (as the case may be), any relevant counterparty who selected and accepted such Seller’s Offer or such Buyer’s Bid (as the case may be), and as recorded by the Platform;

“Offer” means the listing of an intention by a Seller to price match on the Platform an offer to sell Tradable Products off the Platform, such offer comprising the Offer Terms and being a legally binding offer which is capable of acceptance;

“Offer Terms” means price, quantity, packing type and payment terms, and such other terms as the Company may, from time to time and in its discretion, direct;

“Operating Hours” shall have the meaning given to it in Clause 5.1;

“Person” includes an individual, a body corporate, an association of persons (whether corporate or not), a trust, a government department, or any other entity.

“Platform” is the *Paper Trader Platform Software* being the software owned by us (and marketed via our Licensees) that is used to provide the Service.

“Restricted Locations” shall have the meaning given to it in Clause 2.1;

“Seller” means the User who makes an Offer of Tradable Products on the Platform;

“Service” means the service as mentioned in the preamble and having the core functionality described on the Website, as the Website is updated from time to time.





“Buyer/Supplier/Broker SLA” means the service level agreement entered between the Company and a Buyer / Seller / Broker who intends to make Bids and/or Offers of Tradable Products on the Platform;

“Terms and Conditions” means this document titled T&C (Conditions of Usage), which includes Terms and Conditions for the usage of the Platform solely and are limited to facilitating the price discovery leading to a price match only. As the Platform as legal entity, is not a participant to any price match, we recommend all users (being trading companies, white label brokerage partners and individual persons) to share their (local) terms and conditions for trade, buying or selling with all Matched Counterparties and consults them to request a signed document back according to the requirements of local laws. These additional Terms and Conditions do not apply to the actual exchange of Commodities, their Offer Terms and financial balancing to finalize the Transaction, nor to this agreement of the usage of the platform.

“Tradable Product” shall have the meaning given to it in Clause 4.1;

“Transaction” means a successful price match through the Platform arising from the acceptance of a Buyer’s Bid or a Seller’s Offer of Tradable Products in accordance with these Terms and Conditions of usage, as recorded by the Platform; Additional commercial terms and conditions are to be agreed and shared between Users.

“Transaction Risks” shall have the meaning given to it in Clause 8.14; and

“User” means a Person for whom the Company is maintaining or continuing to maintain one or more Account(s) for the Services, regardless whether it is acting as Buyer, Seller, Broker or any other type of actor

“We”, “us” or “our”, means The Company, as defined under the above definitions.

“You” or “your” means you as User; and both, you and the other Person on whose behalf you are acting.

Words in the singular include the plural and vice versa.



2. ELIGIBILITY

2.1. The Company may not make the Services available in all markets and jurisdictions and may restrict or prohibit use of the Services in such markets and jurisdictions as the Company may, from time to time and in its discretion, determine (“**Restricted Locations**”).

2.2. You, the User, represent and warrant that you: -

2.2.1. are duly organized, validly existing and in good standing under the laws of your jurisdiction of organization.

2.2.2. have not previously been suspended or removed from using our Services or other similar services provided by other parties.

2.2.3. have full legal power and authority to enter these Terms and Conditions and in doing so will not violate any other agreement to which you are a party.

2.2.4. are not located in, under the jurisdiction of, or a national or resident of any Restricted Locations (as defined in Clause 2.1 above).

2.2.5. will not use our Services if any applicable laws in your country prohibit you from doing so in accordance with these Terms and Conditions.

2.2.6. have, always, all requisite permits, licences, consents or approvals required to carry out your obligations hereunder, and under any transactions contemplated in connection with the Platform.

2.2.7. will not use any robot, spider, scraper, data mining tools, data gathering and extraction tools, or other automated means of accessing the Services for any purpose, except with the prior written consent of the Company.

2.2.8. are not a designated person under regulations issued pursuant to the United Nations Act (Cap. 339 of Singapore).

2.2.9. Are duly authorized by a User to be active on the Platform on behalf of this Person.

2.2.10. have read and understood these Terms and Conditions.

2.3. The Company may, from time to time and in its discretion, create and maintain an anti-money laundering, countering the financing of terrorism and know your customer compliance policy (“**AML/CFT Policy**”). Pursuant to such AML/CFT Policy, the Company may further, from time to time and in its discretion, require identity verification and go through other screening procedures with respect to the User or Transactions associated with the User’s Account.



- 2.4. The User agrees and undertakes to provide the Company with any and all information and documents that the Company may from time to time request or require for the purposes of these Terms and Conditions or in connection with the User's Account (including, but not limited to, the User's name, address, telephone number, email address, certificate of incorporation, constitutional document, memorandum and articles of association, board resolution authorizing the opening of the Account, and information regarding the Account).
- 2.5. The Company will have no liability or responsibility for any permanent or temporary inability to access or use any Services because of any identity verification or other screening procedures.
- 2.6. The Company will have no liability or responsibility for any permanent or temporary inability to access or use any Services because of any technical downtime.
- 2.7. The User agrees that the Company shall always have the right to collect, use, process and disclose all such information provided to the Company for the purposes of its provision of the Services or to comply with all laws or requests from regulatory or governmental authorities.
- 2.8. The User represents and warrants that where it discloses any personal data to the Company, the User has obtained all applicable consents from the owner of such personal data for the collection, processing, use and disclosure of his or her personal data for the purposes of carrying out its obligations or exercising its rights under these Terms and Conditions, and/or complying with all applicable, laws, regulations, governmental/regulatory policies and meeting any obligation to or requests from governmental entities, agencies, regulatory authorities or similar, including, without limitation, anti-money laundering and anti-terrorist obligations, as the Company deems necessary.



3. ACCOUNT

- 3.1. Upon its acceptance of an application for the Services, the Company shall, in accordance with its general operating procedures, open an Account in the name of the User upon which the User may access the Platform and effect Transactions in Tradable Products.
- 3.2. You confirm, undertake and warrant that: -
 - 3.2.1. all information provided to the Company in connection with the registration and Account creation process is true, accurate, current and complete.
 - 3.2.2. you will maintain and promptly update such information to keep it current and complete by notifying the Company in writing of any changes to your financial or other condition like being placed under receivership, or bankruptcy procedures.
 - 3.2.3. the Company may rely on any information provided by you and it is not required to verify or monitor the accuracy, correctness or validity of such information.
- 3.3. The Company shall be entitled (but not obliged) to record (by any means) any communications (through any medium) between the Company and Users or any servant or agent of the Users using any recording apparatus, without warning to the Users and the Users agree to the recording of such communications. Any such recording shall be the Company's exclusive property and may be used for any reasonable purpose by the Company including, but not limited to, as evidence in any dispute. The Company may destroy such recordings at any time without giving any reason.
- 3.4. The User's access to their Account and the Platform and the provision of all Services shall always be subject to applicable laws and, to the furthest extent permitted by applicable laws, to this Agreement. Notwithstanding anything to the contrary, the Company may take or refrain from taking any action whatsoever and Users shall do all things required by the Company to secure, procure or ensure for the Company's benefit all compliance with applicable laws and the Company shall have no liability whatsoever to the User.



4. TRADABLE PRODUCTS

- 4.1. The Company and/or Licensee may, from time to time and in its discretion, determine the categories and types of Commodities which may be listed as an Offer or Bid on the Platform (“**Tradable Products**”).
- 4.2. Sellers who offer Tradable Products on the Platform shall always comply with the terms of the Supplier SLA and our Code of Conduct.
- 4.3. Buyer who presents bids for Tradable Products on the Platform shall always comply with the terms of the Buyer SLA and our Code of Conduct.
- 4.4. Brokers who represent buyers and sellers for Tradable Products on the Platform shall always comply with the terms of the Brokers SLA and our Code of Conduct.

5. OPERATING HOURS

- 5.1. The Platform will generally be available 24 hours a day, 7 days a week from Monday to Sunday, or such time as may be published by the Licensee (the “**Operating Hours**”). The Licensee may vary the Operating Hours from time to time.
- 5.2. Notwithstanding the above, availability of the Platform and Operating Hours may be affected during any scheduled maintenance, unscheduled downtime or as otherwise determined and notified by the Company.
- 5.3. All standard active and open buy or sell intentions (order) on the platform will be cancelled by the Platform every day at 02.30AM Singapore time (UTC/GMT +8) but can be re-entered immediately after this cancellation.
- 5.4. All “Good till Cancelled” orders will be cancelled either at the request of the order placer (user) or at the expiry of the underlying tradable.



6. OFFERS AND BIDS

6.1. Offers

6.1.1. Sellers may make Offers of a Tradable Product on the Platform.

6.1.2. All Offers shall be entered in the Platform in such form or manner as may be prescribed by the Company or the Licensee from time to time.

6.1.3. A Seller must, in respect of each Offer that it enters on the Platform, specify and provide such information as may be prescribed by the Company or the Licensee from time to time, including the type, offer price and quantity of the Tradable Product. A Seller shall be solely responsible for ensuring the accuracy of the Offer entered onto the Platform.

6.2. Bids

6.2.1. Buyers may make Bids of a Tradable Product on the Platform.

6.2.2. All Bids shall be entered in the Platform in such form or manner as may be prescribed by the Company or the Licensee from time to time.

6.2.3. A Buyer must, in respect of each Bid that it enters on the Platform, specify and provide such information as may be prescribed by the Company or Licensee from time to time, including the type, bid price and quantity of the Tradable Product. A Buyer shall be solely responsible for ensuring the accuracy of the Bid entered onto the Platform.



7. DISPLAY AND DURATION OF BIDS OR OFFERS

- 7.1. Bids or Offers listed will be displayed on the Platform in such manner and form as may be prescribed by the Company or Licensee and shown to such Users as the Company or Licensee may determine in its sole discretion.

- 7.2. The Seller or Buyer agrees that
 - 7.2.1. (i) any Offer or Bid displayed on the Platform may omit such information as the Company or Licensee deems fit, including, without limitation, contact information of the Seller or Buyer; and
 - 7.2.2. (ii) the Company or Licensee may in its sole discretion determine the Offers or Bids to be displayed to each Seller or Buyer on the Platform.

- 7.3. A Seller or Buyer may withdraw or amend a placed Offer or Bid until the moment such Offer or Bid is accepted by a User in accordance with Clause 8.1 below.

- 7.4. Bids or Offers will remain open and displayed on the Platform, until
 - 7.4.1. (i) accepted by a User in accordance with Clause 8.1 below,
 - 7.4.2. (ii) withdrawn or amended in accordance with Clause 7.3 above, or
 - 7.4.3. (iii) removed if still unaccepted after a specified period according to the User's instructions or such other time as determined by the Company and notified to the User in accordance with Clause 5.3 and 5.4 above.

- 7.5. A Seller or Buyer accepts and agrees that any Offers or Bids posted on the Platform is capable of acceptance and upon acceptance will result in a legally binding contract between the Seller and the Buyer.



8. TRANSACTIONS

- 8.1. When a Matched Counterparty accepts a Seller's Offer or a Buyer's Bid (as the case may be), such acceptance will result in a Price Match Transaction that will be recorded by the Platform. In this event, the Seller's Offer or the Buyer's Bid (as the case may be) will be updated to reflect that such Offer or Bid has been accepted and is no longer available.
- 8.2. The Platform does not match or automatically match any Offers or Bids. The User whose Bid or Offer has been accepted agrees to the foregoing process and shall not be entitled to reject or revoke the Transaction on the Platform.
- 8.3. After a Price Match Transaction is generated, the Licensee will issue an automatically generated Price Match Confirmation to the Matched Counterparties via the Platform; whereas the Broker, User and Matched Counterparty shall cause such Transaction to be documented by taking the following action:
 - 8.3.1. if such Transaction arose from an acceptance of a Seller's Offer, by the Seller issuing a sales invoice to the Matched Counterparty; or
 - 8.3.2. if such Transaction arose from an acceptance of a Buyer's Bid, by the Buyer issuing a purchase order to the Matched Counterparty.
- 8.4. Any terms and conditions set out in the agreements referred to in Clause 8.3.1 and Clause 8.3.2 shall constitute an agreement between the Buyer or Seller (as the case may be) and the Matched Counterparty.
- 8.5. Such agreements referred to in Clause 8.3.1 and Clause 8.3.2 shall further contain a term setting out the User and Matched Counterparty's mutual election for one of the payment methods set out in Clause 9.1 below.
- 8.6. Notwithstanding anything in these Terms and Conditions, the Company or Licensee is not obliged to procure or be involved in such agreement, or take any steps to bring about such agreement, or completion of the Transaction in any way.



- 8.7. The Company's records of the Transactions that are generated by the Platform shall be binding and conclusive on the User and the Matched Counterparty for all purposes whatsoever and shall be conclusive evidence of the Transaction (whether or not the User or its Matched Counterparty subsequently completes the Transaction), and neither the User nor the Matched Counterparty shall dispute the validity, accuracy or authenticity of any such records and evidence. The Company or Licensee is not obliged to act on any request to cancel, revoke, reverse or amend any Transactions.
- 8.8. The Company shall not be involved in and has no responsibility or liability for any matters related to the Transaction or the completion or documentation of the Transaction, including but not limited to the creditworthiness of either party to the Transaction.
- 8.9. The User shall have the sole responsibility to assess any counterparty on the Platform, including the Matched Counterparty or the User accepting its Bid or Offer, and to rely solely on its own assessment and judgment in respect of any resulting Transaction.
- 8.10. The Company and Licensee make no warranty, guarantee or representation of any kind, express or implied, or any endorsement whatsoever, as to the quality or fitness for any particular use or purpose in relation to the Tradable Products to be provided by any person, including the User or Matched Counterparty pursuant to a Transaction.
- 8.11. All Transactions are solely at the parties' own risk, and no inference whatsoever should be drawn from any party being a User on the Platform or any Bid or Offer posted on the Platform.
- 8.12. The Company and the Licensee have no control over and does not guarantee
- 8.12.1. (i) the ability of any Seller to deliver any Tradable Products,
 - 8.12.2. (ii) the ability of any Buyer to pay for any Tradable Products or
 - 8.12.3. (iii) the ability of any Seller, Buyer or Matched Counterparty (as the case may be) to complete any Transaction.
- 8.13. Each User acknowledges and agrees that it is fully assuming the risks of conducting any purchase and sale transactions in connection with the Platform, and that it is fully assuming the risks of liability or harm of any kind in connection with subsequent activity of any kind relating to products or services that are the subject of transactions using the Platform.



- 8.14. Such risks shall include, but are not limited to, misrepresentation of Tradable Products, fraudulent schemes, unsatisfactory quality, failure to meet specifications, unfitness for any particular use or purpose, defective or dangerous products, unlawful products, delay or default in delivery or payment, cost miscalculations, breach of warranty, breach of contract and transportation accidents (such risks, the “**Transaction Risks**”).
- 8.15. Users are solely responsible for all the terms and conditions of the transactions conducted on, through or because of use of the Platform, including, without limitation, terms regarding payment, returns, warranties, shipping, insurance, fees, taxes, title, licences, fines, permits, handling, transportation, storage, customs clearance and dispute resolution.
- 8.16. Each User shall be liable for its own taxes and duties arising out of any Transactions or the use of the Services.

9. PAYMENTS

9.1. Payments for Transactions

- 9.1.1. Users shall make payments for Transactions directly to the Seller, by such method of payment as may be agreed between the Buyer and the Seller, or any of the methods as may be made available on the Platform.
- 9.1.2. Users who are obliged to make payment to the Brokers shall make payments for the Transactions directly to the broker, by such method of payment as may be agreed between the user and the Broker, or any of the methods as may be made available on the Platform.
- 9.1.3. For the avoidance of doubt, notwithstanding the election of Buyers to make payment for Transactions through the Platform, all Transactions shall constitute transactions between the User and the Matched Counterparty, and the Company is not, and shall not be treated as, a party to such transaction.

9.2. General

9.2.1. You acknowledge and agree that: -

- 9.2.1.1. (i) you shall ensure that all payments to the Company are in the currency in which they are due and made in full and cleared by your bank before the due date stipulated by the Company for such payment.
- 9.2.1.2. (ii) a User's Account may be suspended and/or terminated if any payments or commissions due to the Company are not received within 30 days from due date.
- 9.2.1.3. (iii) the Company shall be entitled to charge Users a late payment fee on any overdue amounts (including commissions) at the rate of 6% per annum, or, if lower, the maximum rate allowed by applicable laws.
- 9.2.1.4. Users shall pay such fees together with the overdue payment and any legal fees and collection costs incurred by the Company in collecting any past due amounts. This fee will be applied on the day after the payment due date and will be applied each month until the overdue amount is paid. and
- 9.2.1.5. (iv) the Company has no control over any delivery of any Tradable product sold through Transactions on the Platform, including but not limited to the delivery and payment methods specified by the Sellers.

9.3. For so long as Users owe money or obligations to the Company, the Company may at any time without notice to Users set off or transfer any sum standing to the credit of the User in or towards satisfaction of any obligations or liabilities of whatsoever nature to the Company.

9.4. All payments and commissions paid to the Company are non-refundable.

9.5. All interest, fees, commissions and other charges of the Company are exclusive of any goods and services tax and any other applicable sales tax which shall be borne and separately charged to the User.



10. LIMITATION OF LIABILITY

- 10.1. Whilst the Company will use its reasonable endeavours and efforts to keep the Platform safe, secure and functioning properly, it cannot guarantee the continuous operation of or access to the Services.
- 10.2. Bids, Offers and other notification functionalities of the Platform may be subject to interruptions or disruptions to, or deteriorations in the quality and reliability of, the Services beyond the Company's control.
- 10.3. The User acknowledges and agrees that the Company makes no warranty whatsoever to the User as to the Platform or Services or the provision and use thereof, whether express or implied, and that the Platform and Services are provided on an "as is" and "as available" basis at the User's sole risk.
- 10.4. The Company makes no representation or warranty of any kind, express or implied, with respect to the functionality, operation, content or otherwise of the Platform and does not represent or warrant that such Platform or any part thereof is free from defect, failure or interruption or that they are fit for the User's purposes or any particular purpose.
- 10.5. Without prejudice to the foregoing, neither the Company, nor its Licensee, directors, shareholders, officers, members, employees, agents or affiliates make any warranty in respect of, and to the fullest extent allowed by law, no such party shall have any liability, whether direct or indirect, to the User for: -
- 10.5.1. the accuracy, timeliness, completeness, reliability, performance, fitness for purpose or continued availability of the Platform or Services.
 - 10.5.2. delays, error, omissions, failure, inoperability or interruptions in the Platform or provision of Services.
 - 10.5.3. any use, purported use, misuse, loss, theft or unauthorized use of the User's Platform credentials.
 - 10.5.4. any virus or other destructive, malicious or corrupting program, code, agent, script or macro. and/or
 - 10.5.5. the creditworthiness or reliability of any counterparty (including a Matched Counterparty) and/or the outcome of any binding transactions linked to any Transaction.



- 10.6. The Company shall owe no duty or obligation to the User to verify any information displayed on the Platform.
- 10.7. The User acknowledges and agrees that the Platform and the provision of the Services does not and shall not serve as the basis for any decision made by the User to enter into the Transaction and the User further acknowledges and agrees that the Company is not an adviser (including financial or investment adviser) and does not owe any fiduciary duties to the User.
- 10.8. Each User agrees and acknowledges that the Company shall not be liable or responsible for any damages, claims, liabilities, costs, harms, inconveniences, business disruptions or expenditures of any kind that may arise a result of or in connection with any Transaction Risks.
- 10.9. In no event shall the Company, nor its Licensee, directors, shareholders, officers, members, employees, agents or affiliates have any responsibility or liability for any claims, demands, losses, liabilities, damages, costs, charges or expenses which are indirect, consequential, special, punitive, exemplary or incidental; or for any loss of revenue or profit, loss of use or anticipated savings, loss of goodwill, loss of opportunity, loss of reputation or business, or any other form of pure economic loss howsoever arising from or in relation to the use of the Platform and/or the Services (whether in contract, tort or otherwise).
- 10.10. For the avoidance of doubt, the Company makes no warranty and to the fullest extent allowed by law accepts no responsibility to the User to assess, confirm or verify any contractual obligation or right or ability to transact of any person using the Platform or Services. The User and the Matched Counterparty each agrees to carry out its own due diligence before entering into any agreement to transact with any counterparty.

11. INDEMNITY

11.1. The User agrees to defend, indemnify and hold harmless the Company (and each of its Licensees, officers, directors, shareholders, members, employees, agents and affiliates) from any claim, demand, action, damage, loss, cost or expense, including without limitation attorneys' fees, arising out or relating to the User's: -

11.1.1. use of, or conduct in connection with, the Services.

11.1.2. violation of these Terms and Conditions or any agreement incorporated by reference in these Terms and Conditions. and/or

11.1.3. violation of any rights of any other person or entity or of any laws and regulations including but not limited to anti-money laundering and countering the financing of terrorism laws and regulations.

11.2. In the event of any dispute between any Users, each User shall release the Company (and its Licensee, affiliates and subsidiaries, and their respective officers, directors, employees and agents) from all claims, demands and damages (whether actual or consequential) of every kind and nature, and whether known or unknown, arising out of or in any way connected with such dispute.

11.3. In giving this release, each User expressly waives any protection (whether statutory or otherwise) that would otherwise limit the scope of this release to include only those claims which such User may know or suspect to exist in its favour at the time of giving this release.

12. DATA AND CONFIDENTIALITY

12.1. Anonymous Data

12.1.1. The User agrees and consents to the Company creating anonymous data records (“**Anonymous Data**”) from any data in its possession (Data means all data, content, and information (including personal information) owned, held, used or created by you or on your behalf that is stored using, or inputted into, the Service.), by using commercially reasonable efforts to exclude all information (such as company name) that makes the data identifiable to Users.

12.1.2. The User further agrees and consents to the Company using, from time to time and in its sole discretion, such Anonymous Data for any purpose, which includes but is not limited to disclosure to third parties.

12.2. Data Sharing

12.2.1. In addition to Clause 12.1, the User agrees and consents to the Company using, from time to time and in its sole discretion, any data in its possession (which includes but is not limited to data which is collected, recorded or generated by the Platform or obtained from Users) for any purpose in connection with the Platform and/or the Services; such purpose includes but is not limited to disclosure to third parties who offer products or services that may be of interest to Users, whether through the Platform or by way of other Services that may be provided to Users.

12.2.2. However, please be assured that this Clause 12.1.1 does not extend to

12.2.2.1. (i) disclosure of the User’s commercially sensitive data to other buyers or sellers of Tradable Products, and

12.2.2.2. (ii) personal data which we will protect in compliance with all applicable personal data protection laws and regulations.

12.3. Confidential Information

12.3.1. The User acknowledges that it may obtain confidential information arising from its use of the Platform, and agrees that it shall return to the Company or destroy (as the case may be) immediately on the Company’s request any and all confidential information in whatever form received from the Company (including all copies thereof and summaries and notes derived therefrom or relating thereto) which is in the control, possession or custody of the User.



13. ELECTRONIC NOTICES

- 13.1. The User agrees and consents to receive electronically all communications, agreements, documents, receipts, invoices, notices and disclosures (collectively, “**Communications**”) that the Company or Licensee provides in connection with the Account and/or use of the Services.
- 13.2. The User agrees that the Company or Licensee may provide these Communications by posting them via the Platform, or by emailing them to the email address the User provides. The User should maintain copies of electronic Communications by printing a paper copy or saving an electronic copy.
- 13.3. It is the User’s responsibility to keep its email address on file with the Company and Licensee up to date so that the Company or Licensee can communicate with it electronically.
- 13.4. The User understands and agrees that if the Company or Licensee sends an electronic Communication, but the User does not receive it because its email address on file is incorrect, out of date, blocked by its service provider, or is otherwise unable to receive electronic Communications, the sender, being the Company or Licensee, will be deemed to have provided the Communication to the User.
- 13.5. If the User uses a spam filter that blocks or re-routes emails from senders not listed in its email address book, the User must add the Company and Licensee to its email address book so that the User will be able to receive the Communications the Company or Licensee sends to it.
- 13.6. The User can update its email address at any time by logging into its Account. If the User’s email address becomes invalid such that electronic Communications sent by the Company or Licensee are returned, the Company or Licensee may deem the User’s account to be inactive, and the User may not be able to use the Company’s Services until the Company receives a written notification of a valid, working email address from the User.
- 13.7. The Company or Licensee shall not be liable for any failure of communication (for any reason).

14. FORCE MAJEURE EVENTS

14.1. The Company and Licensee shall not be liable for: -

14.1.1. any inaccuracy, error, failure, delay in, or omission of: -

14.1.1.1. any information

14.1.1.2. the transmission or delivery of information, or

14.1.1.3. carrying out its obligations under these Terms and Conditions; or

14.1.2. any loss or damage in any and all cases arising from any event beyond the Company's reasonable control, including but not limited to flood, extraordinary weather conditions, earthquake, or other act of God, fire, war, insurrection, riot, labour dispute, accident, action of government, terrorist attacks, market failure or disruption, telecommunications or network breakdown or disruption, communications, power failure, attacks on the security, integrity or operation of the Services, or equipment or software malfunction or any other cause beyond the Company's reasonable control (each, a "**Force Majeure Event**").

15. SUSPENSION AND TERMINATION

- 15.1. In the event of any Force Majeure Event, breach of these Terms and Conditions or any laws or regulations, or any other event that would make provision of the Services commercially unreasonable for the Company or its Licensee, the Company may, in its discretion and without liability to the User, with or without prior notice, suspend the User's access to all or a portion of the Services and/or as may be required by applicable laws, file a suspicious transaction report with the relevant authorities or otherwise report or inform the relevant authorities or take any other steps to protect the Company's interests as the Company deems appropriate.
- 15.2. The Company may also terminate the User's access to the Services in its sole discretion, immediately and without prior notice, and delete the User's Bid(s) or Offer(s) on the Platform, deactivate the User's Account and all related information and files in such account without liability to the User, including, for instance, in the event that the User breaches any term of these Terms and Conditions.
- 15.3. In the event of discontinuation of all Services or termination of the User's access to the Services or deletion or deactivation of the User's Account: -
- 15.3.1. all amounts payable by the User to the Company and Licensee will immediately become due.
- 15.3.2. the Company may cancel any open Bids or Offers that are pending at the time of discontinuation or termination or deletion or deactivation. and/or
- 15.3.3. the Company may take such other steps as the Company deems necessary or desirable to protect its own interests.
- 15.4. The Company shall not be responsible or liable for any loss or damages incurred because of or arising from any actions taken under this Clause 15.



16. COMPLAINTS AND DISPUTE RESOLUTION

- 16.1. The User may direct all complaints or disputes to the Company's customer service team at info@paper-trader.com.
- 16.2. If the User is not satisfied with the Company's response, it may refer the dispute for arbitration in accordance with Clause 16.3 below.
- 16.3. Any dispute arising out of or in connection with these Terms and Conditions, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration in Singapore to be administered by the International Chamber of Commerce ("ICC") in accordance with the Rules of Arbitration of the ICC for the time being in force (the "ICC Rules"), which rules are deemed to be incorporated by reference in this arbitration clause.
- 16.4. The seat and venue of the arbitration shall be Singapore. Any arbitration commenced pursuant to this arbitration clause shall be conducted in accordance with the Expedited Procedure under the ICC Rules. The tribunal shall constitute one arbitrator agreed by the Company and the User within fourteen (14) days from the notice of arbitration failing which the arbitrator shall be appointed in accordance with and subject to the provisions of the ICC Rules.
- 16.5. The language of the arbitration shall be English.
- 16.6. The law that governs this arbitration clause shall be Singapore law.

17. MISCELLANEOUS

- 17.1. **Governing Law.** These Terms and Conditions shall be governed by and construed in accordance with Singapore law.
- 17.2. **Entire Agreement.** These Terms and Conditions contain the entire agreement and supersede all prior and contemporaneous understandings between the User and Company regarding the Services.
- 17.3. **Other written agreement.** These Terms and Conditions do not alter the terms or conditions of any other electronic or written agreement the User may have with the Company for the Services or otherwise.
- 17.4. **Conflicting terms.** In the event of any conflict between these Terms and Conditions and any other agreement the User may have with the Company, the terms of that other agreement will prevail only if the terms under these Terms and Conditions are specifically identified and declared to be overridden by such other agreement.
- 17.5. **Third party rights.** A person who is not a party to these Terms and Conditions has no right under the Contracts (Rights of Third Parties) Act (Cap. 53B of Singapore) to enforce any term of these Terms and Conditions, except to the extent (if any) that these Terms and Conditions expressly provide for such Act to apply to any of the terms.
- 17.6. **Amendment.** The User agrees, acknowledges and accepts that the Company may amend, vary or supplement any terms or conditions hereunder of these Terms and Conditions or any additional or specific terms or conditions relating to any Account, Service or Transaction by notice to the User by any means the Company deems fit, including notification such as by sending an email, posting the amended terms (whether to these Terms and Conditions or otherwise) via the website, and any such amendment, variation or supplement shall take effect as from the date of such notice or the date specified in such notice (as the case may be).

If the User continues to make use of any of the Services after receiving such notice, the User shall be deemed to have agreed to any such amendments, variations or supplements without reservation. If the User does not agree to any amended terms (whether to these Terms and Conditions or otherwise), the User must discontinue using the Services and contact the Company to terminate its Account.



- 17.7. **Waiver.** The Company’s failure or delay in exercising any right, power or privilege under these Terms and Conditions shall not operate as a waiver thereof.
- 17.8. **Severability.** The invalidity or unenforceability of any of the terms in these Terms and Conditions shall not affect the validity or enforceability of any of the other terms in these Terms and Conditions, all of which shall remain in full force and effect.
- 17.9. **Assignment.** The User may not assign or transfer any of its rights or obligations under these Terms and Conditions without prior written consent from the Company, including by operation of law or in connection with any change of control. The Company may assign or transfer any or all its rights under these Terms and Conditions, in whole or in part, without obtaining the User’s consent or approval.
- 17.10. **Headings.** Headings of sections are for convenience only and shall not be used to limit or construe such sections.
- 17.11. **Survival.** Clauses 9 (*Payments*), 10 (*Limitation of Liability*), 11 (*Indemnity*), and 16 (*Complaints and Dispute Resolution*) shall survive any termination or expiration of these Terms and Conditions.

END OF SECTION



TERMS OF USE WEBSITE(S)

The information and materials contained in or accessed through this website / landing page / mobile application and any web pages herein are provided on an “as is” and “as available” basis and are of a general nature which have not been verified, considered or assessed by the Company in relation to the making by any party of any specific investment, business, financial or commercial decision.

Such information and materials are provided for general information only and you should always seek professional advice and obtain independent verification of the information and materials contained herein before making any decision based on any such information or materials. The Company does not warrant the truth, accuracy, adequacy, completeness or reasonableness of the information and materials contained in or accessed through this website and any web pages herein, and expressly disclaims liability for any errors in, or omissions from, such information and materials.

No warranty of any kind, implied, express or statutory (including but not limited to, warranties of title, merchantability, satisfactory quality, non-infringement of third-party intellectual property rights, fitness for a particular purpose and freedom from computer virus and other malicious code), is given in conjunction with such information and materials, or this website or any web pages herein in general.

Under no circumstances shall the Company be liable regardless of the form of action for any failure of performance, system, server or connection failure, error, omission, interruption, breach of security, computer virus, malicious code, corruption, delay in operation or transmission, transmission error or unavailability of access in connection with your accessing this website or any web pages herein even if the Company had been advised as to the possibility of any such events.

In no event shall the Company, its directors, officers and employees be liable to you or any other party for any damages, losses, expenses or costs whatsoever (including without limitation, any direct, indirect, special, incidental or consequential damages, loss of profits or loss opportunity) arising in connection with your use of this website or any web pages herein, or any linked site or use thereof or inability to use by any party or in connection with any failure of performance, error, omission, interruption, defect, delay in operation or transmission, computer virus or line or system failure, even if the Company or representatives thereof had been advised as to the possibility of such damages, losses or expenses.