



Terms and Conditions of Use of Materials (including Market Data) from SGX Website and SGX Mobile App

1. Introduction

This document sets out the terms and conditions ("**Conditions**") governing the use of Materials (as defined in Condition 3(1) below), including Market Data, by users of the SGX Website and SGX Mobile App. By accessing and using our Website and/or Mobile App, you will be conclusively presumed to have notice of, and you acknowledge that you agree to comply with and be bound, by these Conditions, as amended from time to time. If you disagree with any part of these Conditions, you must immediately discontinue your access or use of our Website and Mobile App.

2. Definitions

Link means any link to our Website or Mobile App or any part of our Website or Mobile App and includes but not limited to, hyperlink, in-line link or deep-link, mirroring or framing our Website or Mobile App or any part of our Website or Mobile App.

Market Data means market data (including symbols, information, statistics and any other Market Data in letter or numeral form) disseminated by SGX disclosing, describing, summarising or otherwise commenting on the trading of securities and/or derivatives contracts (such as price, company announcements, volume and quotation relating to the contracts).

Mobile App means the SGX Mobile App available for download on Apple App Store and Google Play Store.

SGX, we or us means Singapore Exchange Limited and/or any of its affiliates (including Singapore Exchange Securities Trading Limited and Singapore Exchange Derivatives Trading Limited), as the case may be.

User or you means any viewer or user of our Website and/or Mobile App.

Website means our website SGX.com and all other subdomains, microsites and pages within our Website.

3. Proprietary Rights

1. The information and materials located or hosted on, or linked to, our Website and Mobile App (the “**Materials**”) are protected by copyright, trademark and other forms of proprietary rights. Such Materials include, but are not limited to, any price information, Market Data, company announcements, data, photographs, graphics, illustrations, designs, trademarks, trade names, service marks, product names, logos, insignias or other devices, software programmes, downloadable files, software applications, interactive features, tools, services or other information or content made available on or through our Website or Mobile App. The presentation and layout of the Materials is also protected by copyrights, trademarks, service marks, international treaties and other proprietary rights and laws of Singapore and other countries.
2. The terms ‘Singapore Exchange Limited’, ‘Singapore Exchange’ and ‘SGX’ and our logo are our trademarks, trade names and service marks.
3. Unless otherwise stated, the rights, titles and interests to the Materials are owned by, licensed to or controlled by us.
4. All other trademarks, trade names, service marks, product names and logos contained herein that are not owned by, licensed to or controlled by us are used in an editorial fashion only, and to the benefit of respective owners, with no intention of trademark infringement.

4. Access to SGX Website and Mobile App

1. You may access and view our Website and our Mobile App and may save an electronic copy or print out a copy of the Materials, solely for your **own personal and non-commercial use**. If you make a copy of the Materials, you must ensure that such copy must be in the form as presented on our Website or Mobile App and must include all applicable copyright and other notices on our Website or Mobile App.
2. Except with our **prior written permission**, you may not copy, store (either in hardcopy or in an electronic retrieval system), adapt, alter, translate, transmit, disseminate, distribute, perform, broadcast, publish, reproduce, publicly display, hyperlink, sell, license, rent, lease or otherwise transfer any of the Materials, or otherwise transfer any of the Materials to any other person (whether for direct commercial purpose or monetary gain or otherwise) or otherwise use in whole or in part in any manner.
3. Except with our prior written permission, you may not create a derivative work from the Materials, nor decompile, reverse-engineer or disassemble the Materials.
4. Any rights relating to the Materials and our Website and Mobile App not expressly granted herein are reserved and no licence or right is granted to you by implication, estoppel or otherwise.

5. No unlawful or prohibited use of SGX Website and Mobile App

1. You acknowledge and agree that, as a condition of your access and use of our Website and/or Mobile App, you will not use the Materials or our Website or our Mobile App for any purpose that is unlawful or prohibited by these Conditions.
2. You may not use our Website and/or Mobile App in any manner that could damage, disable, overburden or impair any SGX server, or the networks connected to any SGX server, or interfere with any other party's access and use of our Website or Mobile App.
3. You may not attempt to gain unauthorised access to our Website and/or Mobile App, or any services provided via our Website or Mobile App, other accounts, computer systems or networks connected to any SGX server or to any of the services provided via our Website or Mobile App, through hacking, password mining or any other means.
4. You may not obtain, or attempt to obtain, any Materials or other information through any means not intentionally made available on or through our Website or Mobile App.

6. Limited linking and framing of SGX Website and Mobile App

1. Unless otherwise stated, you may not Link, mirror or frame our Website or our Mobile App or any part of our Website or Mobile App to any other web page, website, mobile app, server or otherwise. Except with our prior written permission, no trademark, trade name, service mark, product name or logo may be used as a Link or to mark any Link to our Website or our Mobile App or any part of our Website or Mobile App or any other web page or website. Subject to the restrictions below, you are allowed to hyperlink to our home page at <http://www.sgx.com> or to deep-link to certain of the web pages of our Website:
 - a. You may not deep-link to our Website or our Mobile App or any part of our Website or Mobile App which contains the following Materials: prices, documents of listed issuers or third parties (including, but not limited to, prospectuses, annual reports, circulars, corporate announcements), SGXNET announcements and Catalogue.
 - b. You may not deep-link to our Website or our Mobile App or any part of our Website or Mobile App which was dynamically created by our system and customised for particular usage sessions.
 - c. You may not hyperlink or deep-link to our Website or our Mobile App or any part of our Website or Mobile App from any web page or website which contains materials or information which is inappropriate, profane, defamatory, infringing, obscene, indecent, vulgar, harassing, privacy invading, abusive, threatening, harmful, tortious, objectionable, unlawful or violates any applicable intellectual property or proprietary rights.
2. Notwithstanding anything to the contrary in these Conditions, SGX reserves all rights to terminate any Link from any website to our Website or our Mobile App for any reason. Upon our instructions, you must disable, remove and terminate any Link from any web page or website or mobile app, or any mirroring or framing of our Website or our Mobile App or any part of our Website or Mobile App immediately.
3. We have no responsibility for the content available on any website which Links, mirrors or frames our Website or our Mobile App or any part of our Website or Mobile App. In no circumstances will we be considered to be associated or affiliated in whatever manner with any trademarks, trade names, service marks, logos, insignia or other devices used or appearing on websites that Links, mirrors or frames our Website or our Mobile App or any part of our Website or Mobile App.

7. Disclaimers and Exclusion of Liability

1. The Materials are of a general nature which have not been verified, considered or assessed by us and are provided to you on an “as is” and “as available” basis without warranties of any kind. Your use of the Materials is at your own risk. We hereby disclaim all liability and responsibility to update the Materials. We do not make any representations, and hereby disclaims all warranties, express or implied, statutory or otherwise to the extent permitted by law, in respect of our Website, our Mobile App and the Materials, including, but not limited to, guarantees, representations and warranties regarding truth, adequacy, originality, accuracy, timeliness, completeness, reasonableness, non-infringement, suitability, satisfactory quality, merchantability or fitness for any particular purpose, or any representations or warranties arising from usage, custom or trade or by operation of law.
2. Due to the inherent defects of electronic distribution, there may be errors, delays, omissions, interruption, breach of security, corruption, unavailability of access in connection with or inaccuracies in the Materials or our Website or our Mobile App (“Defects”). We do not guarantee, represent or warrant that access and use of our Website or our Mobile app will be uninterrupted. We assume no responsibility for consequences of any such Defects even if either of us had been advised as to the possibility.
3. We do not guarantee, represent or warrant that our Website or our Mobile App is free of malicious software, including, but not limited to, viruses, computer worms, Trojan horses, spyware or other harmful components (“Malicious Software”). We accept no liability for any loss, damage, claim liability, expense or costs that may result from any transmission of such Malicious Software via our Website or our Mobile App (including, but not limited to, files downloaded from our Website or Mobile App).
4. You should not take any action, or omit to take any action, in reliance on the Materials, our Website or our Mobile App without independent verification or advice.
5. We will not be liable to you or anyone for any loss, damage, claim, liability, expense or costs, whether in contract, tort (including negligence) or otherwise, arising out of or in relation to:
 - a. anything done or omitted to be done in relation to the Materials or any delay, inaccuracies or omissions in the Materials or any interruption to the supply of Materials;
 - b. any use of the Materials; or
 - c. any use or access of our Website or Mobile App.
6. We will not be liable for any direct, indirect, consequential, incidental, special or punitive loss, damage, claim, or liability including, but not limited to, loss of data, profits, business contracts or business opportunities, whether in contract, tort (including negligence) or otherwise.

8. Indemnity

You hereby agree to indemnify and hold us harmless against all loss, damage, claim, liability, expense or costs suffered or incurred by us in connection with or arising from:

- a. your access and/or use of our Website and/or Mobile App;
- b. any other party's access of our Website and/or Mobile App and/or use of the online services using your username and/or login password;
- c. your breach of any of these Conditions; and/or

- d. any other party's breach of any of these Conditions where such party was able to access and/or use our Website and/or Mobile App by using your identification key and/or your password.

9. Not investment recommendation or advice

1. The Materials are not intended for distribution to or for use by or to be acted on by any person or entity located in any jurisdiction where such distribution, use or action would be contrary to applicable laws or regulations or would subject us to any registration or licensing requirement.
2. Our Website and Mobile App provides only general information on certain investment products. SGX does not provide, and the provision of such information must not be construed as SGX providing, financial advice or recommendation for any investment product. The Materials are subject to change without notice.
3. The availability of any Materials on, or the grant of access or use of, our Website and Mobile App should not be taken in any way as an inducement to trade or a solicitation for orders or entry into any legal relations, nor taken as intended in any way to prompt any action or decision on your part whether to undertake or consider undertaking any investment decision or otherwise.
4. The Materials relating to investment products are and should be taken as prepared for general circulation and none was prepared with regard to the specific investment objectives, financial situation or particular needs of any particular person (including You) who may receive or have access to the same. Any recommendation or advice that may be expressed in or inferred from the Materials available through our Website and/or our Mobile App therefore does not and should not be taken as taking into account, and may not be suitable for, your investment objectives, financial situation and particular needs, and bearing in mind the possibility of market volatility and changes, may not even comprise current information, content, recommendation or advice.
5. The Materials available through our Website and/or our Mobile App should therefore not be relied upon in relation to any investment decision, trading activity or order placed by You and You shall, at all times, rely on your own independent assessment and judgement in respect of any investment decision or proposed transaction and seek independent advice as necessary from your own financial, legal, tax or other professional advisers, including but not limited to, advice from a financial adviser as to the suitability of the investment products (as may be referred to in the Materials available through our Website and/or our Mobile App), taking into account your specific investment objectives, financial situation or particular needs, before making any commitment to acquire, trade or deal in any such investment products.

10. Violations of these Conditions

1. We reserve the right, in our absolute discretion, to monitor any and all access and use of our Website and Mobile App.
2. We reserve our right to terminate your access and/or use of our Website and/or Mobile App or any part of our Website or Mobile App and we may block access from a particular internet protocol address to our Website and/or Mobile App or any part of our Website or Mobile App in the event of any violation of these Conditions.
3. In addition, we reserve the right to seek all remedies available under these Conditions, at law and in equity for violations of these Conditions. These may include, without limitation, take-down requests to online locations, network service providers, search engines and/or app stores and/or notification to domain registration service providers.

11. Changes to these Conditions

1. We may, from time to time and at any time, update or revise these Conditions. Such update or revision is effective upon publication on our Website and Mobile App.
2. You are responsible for ensuring that you have read the most current version of these Conditions. Your continued access and/or use of our Website and/or Mobile App will be deemed to constitute your conclusive acceptance of the updated or revised Conditions.
3. The Materials are subject to change including, without limitation, modification, deletion or replacement thereof without notice.

12. Governing Law and Jurisdiction

These Conditions shall be governed by, and construed in accordance with, the laws of Singapore. You agree to submit to the non-exclusive jurisdiction of the Singapore courts.

13. Miscellaneous

1. If any provision of these Conditions, in whole or in part, is held to be illegal, invalid or unenforceable under any enactment or rule of law or by any court in any jurisdiction: (i) such provision or part will, to that extent, be deemed not to form part of these Conditions, but the legality, validity and enforceability of the remainder of these Conditions is not affected; and (ii) the legality, validity and enforceability of that or any other provision or part under any other jurisdiction will not be affected.
2. For additional disclaimers, limitations and terms and conditions of use of our Website, please refer to the General Terms and Conditions of Use on our Website.