

Website Agreement

General Conditions of Use and Access of optionsXpress Singapore Website ("Website Agreement")

1. Interpretation

When used in this Agreement, "optionsXpress Singapore" means optionsXpress Singapore Pte Ltd (Company Registration No. 200504402C).

2. Terms of Usage and Access

You hereby agree and acknowledge that your access or use of any part of this website ("**Site**"), your placing of any order to effect any transaction(s), your placement of assets in an optionsXpress Singapore account (or any account held with a third party engaged by optionsXpress Singapore), and/or your use of optionsXpress Singapore public or private services, constitutes assent to the terms of this Website Agreement. Where you utilise any product and/or Service provided in this Site, the terms of this Website Agreement are to be read together with the applicable terms governing such product and/or service. In the event of conflict between the terms of this Website Agreement and the terms governing the relevant product and/or service, the latter will prevail.

By using and accessing the Site, you agree to be bound by the terms of this Website Agreement displayed herein and on the Site. **IF YOU DO NOT ACCEPT ANY OF THESE TERMS, PLEASE EXIT THIS SITE IMMEDIATELY.**

The information, material and functions provided in the pages of this Site are subject to change from time to time with or without notice at optionsXpress Singapore's sole and absolute discretion.

There will be occasions where we need to change the terms of this Website Agreement. Where that is the case, you may be alerted to those changes upon your entry into the Site. Your continued access to or use of the Site subsequent to any such changes constitutes your unconditional acceptance of those changes.

3. Disclaimer

The information, materials and functions in this Site, including but not limited to products, services, information, data, text, graphics and other items are provided by optionsXpress Singapore on an "AS IS" and "AS AVAILABLE" basis. References to information and material contained in the Site may include such information and material provided by third parties.

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4. Selling / Offering Restrictions

Without prejudice to the generality of the above terms, you agree and acknowledge that certain of the securities, products and services described on this Site are subject to selling or offering restrictions under applicable laws ("Restrictions") and may thus only be legally offered for sale or purchase to customers resident in certain jurisdictions and that nothing on this Site constitutes an offer, solicitation or recommendation of such securities, products and services in any jurisdiction except as permitted under such Restrictions. You further undertake to inform yourself of and to always observe such Restrictions while accessing or using this Site, including by not circulating, reproducing or otherwise disseminating information on the securities, products or services described on this Site to third parties (or permitting or causing the same to occur) in breach of such Restrictions.

5. Systems Are Subject to Occasional Congestion, Technological Problems or Outage

System response and access times may vary due to market conditions, system performance, and other factors.

Information processing and communications systems (both optionsXpress Singapore's and those of third parties on whom optionsXpress Singapore depends) are subject to occasional congestion, technological problems, or in extreme cases, outage.

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8. Exclusion of Liability

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9. Indemnity

You hereby irrevocably agree to indemnify and keep indemnified optionsXpress Singapore and its related entities from all liabilities, claims, losses and expenses, including any legal costs on a full indemnity basis, that may be incurred by optionsXpress Singapore and/or its related entities whether or not in connection with or arising from but not limited to the following: (1) your use or misuse of the Site and/or the services provided herein; (2) your breach of any terms of this Website Agreement however occasioned; or (3) any intellectual property right or proprietary right infringement claim made by a third party against optionsXpress Singapore and/or its related entities in connection with your use of this Site and/or the services, materials or information herein.

10. Termination

optionsXpress Singapore reserves the right to terminate and/or suspend your access to this Site and/or your use of this Site at any time, for any reason. In particular and without limitation, optionsXpress Singapore may terminate and/or suspend your access and use should you violate this Website Agreement, or violate the rights of optionsXpress Singapore and/or its related entities, of any other user, or any third party.

11. Miscellaneous

The failure of optionsXpress Singapore to exercise or enforce any right or provision of the terms of this

Website Agreement shall not constitute a waiver of such right or provision.

If any part of the terms of this Website Agreement is determined to be invalid or unenforceable pursuant to applicable law, then the said provision will be severed without prejudice to all other provisions which shall remain in full force.

This Website Agreement (as amended and updated from time to time by optionsXpress Singapore) supersedes and terminates all prior agreements and understandings between optionsXpress Singapore and you pertaining to the use of this Site.

Any rights not expressly granted herein are reserved.

12. Jurisdiction and Restrictions

optionsXpress Singapore controls and maintains this Site from the US. Save as expressly otherwise provided, this Website Agreement is governed by and is to be construed in accordance with the laws of Singapore. Except as may be otherwise provided in the optionsXpress Singapore Account Terms and Conditions ("**Account Terms**") and binding on you as the holder of an Account (as defined under the Account Terms), by using and accessing this Site and/or the services provided by optionsXpress Singapore, you hereby consent and submit to the non-exclusive jurisdiction of the Singapore courts in all disputes arising out of or relating to the use of this Site.

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