

**Thematic Investment Portfolio System (TIPS)  
Terms of Use by Clients of CGS-CIMB Securities (Singapore) Pte Ltd**

**Introduction**

TIPS (“**Website**”) is an online platform provided by Quantifeed HK Limited (“**Quantifeed**”) together with CGS-CIMB Securities (Singapore) Pte Ltd (“**CGS-CIMB**”). The Website is populated with indices of listed securities constructed based on a pre-defined set of rules. Your access to and use of the Website is subject to these terms of use.

**Disclaimer**

The various indexes on the Website are provided as benchmarks or as a starting point on how such portfolios may be built. Each index is provided to you for general information only and does not constitute an offer, an invitation to offer, a solicitation or a recommendation, financial and/or investment advice of any nature whatsoever by CGS-CIMB or our representatives to enter into or conclude any transaction in any jurisdiction. The indexes are constructed based on passive rules which do not have any regard to your specific investment objectives, financial situation and any of your particular needs. CGS-CIMB may also provide users of the Website with the opportunity to make public their own portfolios via the Website and changes in such portfolios should not be construed as investment advice.

You should do your own research before making any investment related decision. You agree that, you and you alone are responsible for your investment decisions, and any gains or losses that may arise accordingly. You are solely responsible for making your own assessment when accessing the Website and you agree that your access and use thereof shall be at all times at your risk. You acknowledge that the indexes and/or the Website are made available to you on an “as is” and “as available” basis without any representations, warranties, conditions or undertakings of any kind, whether expressed or implied. If the indexes and/or the Website are provided through a third party service provider, no licensed services are attributed to such third party.

You are advised to read CGS-CIMB’s general terms and conditions and the accompanying risk disclosure statements. These documents are available from the office of CGS-CIMB. No liability is accepted for any loss arising directly or indirectly as a result of your acting on any information on the Website. CGS-CIMB reserves the right to amend the Website without prior notice. All information contained on the Website belongs to Quantifeed and/or CGS-CIMB and may not be copied, distributed or otherwise disseminated in whole or in part without the written consent of CGS-CIMB.

**Terms of Use**

You agree not to: (a) modify, disclose, alter, translate or create derivative works of the indexes and/or the Website (or any components thereof); (b) license, sublicense, resell, distribute, lease, rent, lend, transfer, assign or otherwise dispose of the indexes and/or the Website (or any components thereof); (c) disassemble, decompile or reverse engineer the indexes and/or the Website; (d) use the Website to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights; (e) use the Website to store or transmit any viruses, software routines or other code designed to permit unauthorized access, to disable, erase or otherwise harm software, hardware or data, or to perform any other harmful actions; (f) copy, frame or mirror any part or content of the Website; (g) access the Website in order to build a competitive product or service, or copy any features or functions of the Website; (h) interfere with or disrupt the integrity or performance of the Website; (i) attempt to gain unauthorized access to the Website or its related systems or networks; (j) disclose to any third party any performance information or analysis relating to the Website; (k) remove, alter or obscure any proprietary notices on the Website including copyright notices; or (l) cause or permit any user or third party to do any of the foregoing.

**Personal Data**

You represent, undertake and warrant that:

1. for any personal data of individuals that you will be or are disclosing to CGS-CIMB, you would have prior to disclosing such personal data to CGS-CIMB obtained the appropriate consent from the individuals whose personal data are being disclosed, to:
  - (a) permit you to disclose the individuals’ personal data to CGS-CIMB and for CGS-CIMB to disclose the same to Quantifeed and related corporations of CGS-CIMB (in Singapore and/or elsewhere); and/or
  - (b) permit CGS-CIMB and its related corporations (in Singapore and/or elsewhere) to collect, use, disclose and/or process the individuals’ personal data,

in connection with your access to and use of the Website (“**Purpose**”).

2. any personal data of individuals that you will be or are disclosing to CGS-CIMB is accurate. Further, you shall give CGS-CIMB notice in writing as soon as reasonably practicable should you be aware that any such personal data has been updated and/or changed after such disclosure;
3. you shall give CGS-CIMB notice in writing as soon as reasonably practicable should you be aware that any individual above has withdrawn such consent as set out at paragraph 1 above. Without prejudice to CGS-CIMB's other rights under law, upon the receipt by CGS-CIMB of the said notification, CGS-CIMB shall have the right to discontinue or not provide any of its services and/or products that are linked to such personal data; and
4. you shall otherwise assist CGS-CIMB to comply with the Personal Data Protection Act 2012 of Singapore and all subsidiary legislation related thereto to the extent required for the Purpose.

### **Miscellaneous**

CGS-CIMB reserves the right in its sole and absolute discretion to vary or amend these terms of use without prior notice or liability to any person.

These terms of use are governed by the laws of Singapore. You agree to submit to the jurisdiction of the Singapore courts.

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### **Client Confirmation**

To: CGS-CIMB Securities (Singapore) Pte Ltd

I/We confirm my/our acceptance of the terms of use above and/or prevailing version as CGS-CIMB may determine from time to time.

Main Applicant / Authorised Signatory:

Name of Main Applicant / Authorised Signatory:

Designation:

Corporate Name:

Date (dd/mm/yyyy):

Joint Applicant / Authorised Signatory:

Name of Joint Applicant / Authorised Signatory:

Designation:

Corporate Name:

Date (dd/mm/yyyy):

Note: Please sign as per your records with CGS-CIMB Securities.  
For Corporate, please affix a **Company Stamp/Seal** beside the signatures.