

Terms of Use of Website

This Website is owned and offered by Navigator Investment Services Limited (“Navigator”).

Navigator is licensed by the Monetary Authority of Singapore as the holder of a Capital Markets Services License. dollarDex” is a trademark licensed for use by Navigator.

By accessing and using this Website, You accept these Terms which apply only to the use of this Website. Additional terms may apply if You access other pages or follow links from this Website. You are responsible for checking and reading all such terms, where applicable.

YOU SHOULD READ ALL OF THESE TERMS CAREFULLY BEFORE YOU USE THIS WEBSITE AS YOU WILL BE LEGALLY BOUND BY THEM. IF YOU DO NOT ACCEPT THESE TERMS OR DO NOT WANT TO BE LEGALLY BOUND BY THEM, PLEASE DO NOT ACCESS OR DISCONTINUE USING THIS WEBSITE.

We may revise these Terms from time to time without prior notice. You are legally bound by such revisions and should visit this page regularly to read the latest version of these Terms which apply once they are posted on this Website.

Glossary of Terms

The following words and phrases have the meanings set opposite them unless the context indicates otherwise:

Additional Terms and Conditions	The terms & conditions which apply to particular persons in addition to and as specified in these Terms.
Company, Us, We or Our	Each of the following as applicable: Navigator;
Computer Virus	Includes any computer code that would damage or corrupt data or integrity of data, storage media, other computer programs or computer systems or network; or disrupt, disable, harm, interfere or otherwise impede in any manner the operation or communication between computer hardware, software, firmware, computers, computer systems or networks.
Confidential Information	Material in the Secured Site; the Secured Site; information relating to Us, Our customers (including Personal Information, policy details, health and financial information) or its business which is disclosed to (or is otherwise acquired by) You, Your employees, agents or contractors, by or on Our behalf, and which is not publicly available; and all other information disclosed in circumstances which a reasonable person would consider to be confidential.
Email	Electronic mail messages.
FAA	The Financial Advisers Act (Chapter 110).
Financial Adviser	A person who: carries on the business of providing Financial Advisory Services; is licensed or exempt as defined in the FAA; who has entered into a distribution agreement with Aviva Ltd and /or Navigator; and who, by using his/its User Name and Customer Password, accesses the Secured Site.
Financial Adviser Representative	As defined in the FAA as a person employed by, or acting for or by arrangement with, a Financial Adviser who performs on behalf of the Financial Adviser, any Financial Advisory Service, whether or not he is remunerated, and whether his remuneration, if

	any, is by way of salary, wages, commission or otherwise, and includes any officer of the Financial Adviser who performs for the Financial Adviser any Financial Advisory Service whether or not he is remunerated, and whether his remuneration, if any, is by way of salary, wages, commission or otherwise and who, by using its User Name and Password, accesses the Secured Site.
Financial Advisory Services	The types of financial advisory services set out in the Second Schedule, FAA.
Intermediary	A person (including its employees or representatives) who, as an agent for an insured or policyholder, arranges a contract of insurance under the Insurance Act.
Investment Application	Any application to subscribe for, switch, dispose of or redeem investments.
Material	Articles, data, reports, opinions, financial and investment-related data, calculators, documents and other information or material including images and graphics posted and/or made available on the Website by Navigator from time to time.
Messages	Include all directions or requests communicated electronically between You and Navigator from time to time.
Password	The password or other means of authentication prescribed by Navigator and from time to time provided to or used by the Customer to access the Secured Site, which the Customer may change from time to time;
Personal Data	Personal data as defined under the Singapore Personal Data Protection Act 2012.
Personal Information	All information including Personal Data, health and financial information provided by You to Us.
Policyholder	A Person who is the legal owner of insurance policy(ies) or plan(s) with Us.
Secured Site	That part of the Website which can only be accessed by Customers using a User Name and Password.
Terms	These Terms of Use and any Additional Terms and Conditions as may be applicable and /or revised, varied, amended or modified from time to time.
User Name	The user and login identification provided to a Customer by Navigator to enable access to the Secured Site, which may be changed by the Customer from time to time.
Website	The applicable website accessible by the domain names set out below: - www.dollarDEX.com - www.aviva.com.sg ; - the Secured Sites.
Customer, You, Your, Yours	A user of the Website including but not limited to the Policyholder, Intermediary, Financial Adviser, Financial Adviser Representative or their respective representative, personnel, staff or employee who, may have access to the Secured Site through the use of the User Name and Customer Password except where indicated otherwise and your has a corresponding meaning.

In these Terms of Use, unless the context otherwise requires, words denoting the singular shall include the plural and vice-versa. Words denoting one gender shall include all genders and words denoting persons shall include bodies corporate, unincorporated associations and partnerships

References to a statutory provision shall include such provision as from time to time modified, amended or re-enacted so far as such modification, amendment or re-enactment applies or is capable of applying to these Terms of Use.

Restrictions on use of the Website

Your right to use this Website is personal to You. You agree not to resell or make any commercial use of the Material contained in this Website. We retain the right, at our sole and absolute discretion, to decide whether or not Your conduct is consistent with the intent and spirit of these Terms.

You warrant that in accessing and using this Website, You will not breach any law, including without limitation, any copyrights, patents, trade secrets, confidential information or other intellectual property rights or any law relating to the collection, use, disclosure and protection of Personal Data.

The use of this Website is subject to all applicable laws and regulations (whether of not having the force of law), and You must:

- not use this Website or permit any other party to use this Website for any purpose or activity of a criminal, illegal, immoral, fraudulent or defamatory nature;
- not interfere with or disrupt other users, service providers, computer networks or systems connected to, supporting or hosting this Website or their computers, software or hardware. Such actions include the circulation of any unsolicited publicity or advertising material, propagation of computer worms or viruses, using the Website to gain unauthorised access to any other computer, sending harassing, obscene or indecent, offensive or threatening electronic mail, forgery or attempted forgery and creation of false electronic mail messages or websites and the replacement, transmission or storage of any defamatory material on the Internet).
- comply strictly with these Terms of Use, all regulations, policies, procedures and directives issued by Us relating to Your access and the use of this Website;
- not reproduce, frame, transmit, broadcast, adapt or modify the content and Material in this Website;
- not transmit through this Website, any unlawful, harassing, libelous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable material of any kind;
- not use any Computer Virus, device or software to interfere or attempt to interfere with the operation of the Website; and
- not act on or through the Website so as to interfere with or disrupt Internet users, service providers or their computers, software or hardware.

Not Advice or Offer of Solicitation

The Material on the Website is of a general nature and for information only and is not intended to be financial product advice or an offer or solicitation to sell any product or service. The Material and information does not take into account Your particular investment objectives, financial situation and needs, legal, tax or accounting advice. You should assess whether the Material is appropriate in the light of Your individual circumstances, and/or the individual circumstances of Your employee or any person You are acting for, before acting or advising on the Material. If You are a policyholder, We recommend that You discuss any specific matters with Your financial adviser before making any decisions.

Security

Your User Name and Password are issued to You by Navigator to allow You to access the Secured Website. You are solely responsible and liable for the security and safe keeping of Your User Name and Password.

Presumption of Identity

You agree that We are entitled to rely on the digital signature and/or the correct entry of Your User Name and Password to ascertain whether any Investment Application and/or instruction submitted by You is Yours and We shall act based on that Assumption.

You are fully responsible and liable for any Investment Application and/or instruction placed with Us through the Secured Website notwithstanding that such Investment Application and/or other instruction

may have been given by a third party, with or without authority, on Your behalf and even if You are able to prove that such Investment Application and/or other instructions were not given by You.

Intellectual Property

Unless labelled otherwise, We own or use under licence all intellectual property rights in all works and Material on this Website. You must not remove or modify any notices of attribution or copyright. This Website contains names and logos which are registered and unregistered trademarks of Aviva plc group of companies. Any use of the trademarks including names and logos, without Our prior written approval is strictly prohibited and constitutes an infringement of these trademarks. Nothing contained in this Website should be construed as conferring, by implication, estoppel or otherwise, a licence or right to use any names, marks or logos.

Product Availability

The information on this Website does not constitute a distribution, an offer to sell or the solicitation of an offer to buy. Some products or services detailed on the Website are only available to persons in certain named countries. Your local legislation may not permit Us to offer products or services to You in Your own country. We reserve the right to determine the eligibility of any user for any product or service. Please check with Your local financial adviser as to whether such products or services are available in the country in which You are resident.

Disclaimer

This Website is provided on an "as is" and "as available" basis. To the extent permitted under applicable law, all warranties of any kind, whether express or implied including but not limited to implied warranties of merchantability, satisfactory quality, fitness for a particular purpose, title and non-infringement of third party rights are disclaimed. The Material may incorporate information obtained from third parties (including but not limited to unit prices), the accuracy of which may not have been established by Us. We give no warranty as to the accuracy, timeliness, adequacy or completeness of the Material, and accept no responsibility for any error or omission in the Material howsoever arising (including but not limited to errors or omissions arising as a result of Our negligence or the negligence of Our directors, employees, agents or representatives).

If you are dissatisfied with any portion of this Website or with any of these Terms of Use, please discontinue using this Website.

We do not represent or warrant that any files obtained from or through this Website or any third party site are free from Computer Virus or other defects. Such files are provided, and may only be used on the basis that You assume all responsibility for any loss, damage, or consequence resulting directly or indirectly from their use.

We are not responsible for the privacy and security practices of other websites linked to this Website. Before using those websites, You should refer to the privacy statements on those websites. We do not assume any responsibility for any information (including Personal Information), which You transmit using this Website.

Confidential information

You acknowledge that:

- in accessing the Website or the Material, You may acquire Confidential Information;
- Confidential Information is valuable and may cause serious damage and loss (including to third parties) if it is improperly disclosed or used.

You must hold all Confidential Information in confidence and may not make any use of it except for the purposes of or as authorised under these Terms of Use (or as otherwise approved by Us). You may not disclose or permit or cause the Confidential Information to be disclosed to any person except a person authorised by Us to receive it or where the disclosure is authorised under these Terms of Use. You are liable for any misuse of Confidential Information.

Restrictions on Use of Materials

This Website is owned and operated by Navigator. Except as otherwise expressly permitted by Navigator, no Materials from this Website or any Secured Site owned, operated, licensed or controlled by Navigator may be copied, reproduced, republished, uploaded, posted, transmitted, or distributed in any way. You may download Materials displayed on this Website for Your personal use only if you also retain all copyright and other proprietary notices contained in the Materials. You may not distribute, modify, transmit, reuse, repost, or use the content of this Website for public or commercial purposes, including the text, images, audio, and video without Our prior written permission. We neither warrant nor represent that Your use of Materials displayed on this Website will not infringe rights of third parties.

Sending of Messages

Certain portions of the Secured Site offer You the ability to send and receive email. Email functionality (if any) is provided to You to facilitate communications between You and Us. You should regularly access Your mailbox to read Your emails and archive old emails to ensure that Your mailbox size is not exceeded.

We shall not be liable for any loss or damage that results from:

- interception and/or unauthorised use by third parties of any information You send by email;
- unaccepted email requests, orders or instructions;
- Our not having received email requests, orders or instructions even though it has been sent;
- Your not receiving any email for whatever reason;
- the deletion or removal of any of Your emails as part of Our housekeeping process; or
- the termination or deletion of Your email account/s for whatever reason.

You must ensure that all Messages You send to Us are timely, complete, and accurate. We have absolute discretion in deciding which requests, orders, or instructions can be made via email and We will inform a Customer if We reject any requests, order or instructions sent by a Customer by email. If there is evidence that a Message has been corrupted or if any Message is identified or capable of being identified as being incorrect, You must re-transmit that Message as soon as practicable after becoming aware that the Message has been corrupted or is, or is capable of being, incorrect, together with a clear indication that it is a corrected Message. All Messages are effective only when they have been completely received by Us and You are responsible for ensuring that We receive the Message.

Limitation of Liability

We shall not be liable for any direct, indirect, incidental, special or consequential, punitive damages or economic loss, suffered as a result of:

- Your or anyone else's use of, misuse of or inability to use this Website (or any other linked website);
- any malfunction, breakdown or error in this Website, howsoever caused;
- the Material on the Website or any information, data or material from any other linked website;
- any cessation, suspension or termination of this Website, howsoever caused, including any negligence in respect thereof, even if We or Our directors, employees or authorised representatives have been advised of the possibility of such damages, losses and/or expenses. In no event shall Our liability to You for all damages or losses (whether in contract or tort including but not limited to negligence howsoever caused or arising) exceed the amount paid by You, if any, for accessing this Website.

You must indemnify Us, Our directors, employees and agents and hold Us/them indemnified, from and against:

- all actions, claims, suits, proceedings, causes of action and demands that are made by any person in connection with Your use (or misuse) of this Website or the Material; and
- all losses, costs, expenses and damages incurred by Us in connection with Your breach of any provision of these Terms.

Acts by any person on your behalf

You are liable to Us for any acts, failures or omissions (including negligence and any changes in the data comprising any Message), by any person used by You or acting on Your behalf to transmit, log or process Messages as if they were Your own acts, failures or omissions. For the purposes of these Terms, any person You appoint or engage or use in this manner will be deemed to be Your agent acting on Your behalf.

Intermediary, Financial Advisers and Financial Adviser Representative

The Intermediary, Financial Advisers and Financial Adviser Representative referred to or mentioned in this Website are not, nor can they be construed as, Our representatives, agents or employees. We do not in any way endorse, recommend or guarantee the competence, experience, probity, suitability, performance, value, quality or level of service of any Intermediary, Financial Adviser or Financial Adviser Representative. You should conduct Your own enquiries to satisfy Yourself as to the competence of and accuracy of any information in respect of the Intermediary, Financial Advisers or Financial Adviser Representative. You deal with any Intermediary, Financial Adviser or Financial Adviser Representative entirely at your own risk and you shall have no recourse against Us for whatever reason.

We reserve the right to remove from the Website information relating to a particular Intermediary, Financial Adviser or Financial Adviser Representative at any time, with or without cause. If this occurs, You will not be able to access information provided by that Intermediary, Financial Adviser or Financial Adviser Representative.

Hyperlinking

The Website may provide links to other websites or permit third parties to link to the Website. Links to or from a third party site, whether provided by Us or not, do not imply Our endorsement, approval, or verification of any content available on such third party sites nor the people who run or contribute to such

sites. You access these third party websites entirely at Your own risk and We are not responsible or liable for the accuracy or completeness of the content on any such third party site.

Termination

Notwithstanding anything contained in these Terms of Use, We may, in Our sole and absolute discretion, terminate Your access to this Website at any time without notice. The limitations of liability and disclaimers We make in these Terms of Use shall survive the termination of access to this Website.

We shall terminate any person's or Financial Adviser Representative's access to this Website if the person or Financial Adviser Representative ceases to be a representative of the Intermediary or the Financial Adviser. The Intermediary or Financial Adviser shall notify Us immediately when any person or Financial Adviser Representative ceases to be a representative of the Intermediary or Financial Adviser. Otherwise, the Intermediary or the Financial Adviser shall indemnify and hold Us harmless against all liability, loss, damage or costs and expenses arising or resulting from the continued unauthorised access to or use of the Secured Site by such person or Financial Adviser Representative.

- See more at: <http://www.aviva.com.sg/footer/tnc.html#sthash.WbVR9kGf.dpuf>

Personal Information

Personal Data Protection Policy

We have implemented suitable security processes and technologies to protect collected Personal Information and to protect it from incorrect use and unauthorised access.

You may refer to our Personal Data Protection Policy at

<https://www.dollardex.com/sgn/?current=pdpa&previous=home&nodelevel=child> for more information on the collection, use, disclosure and protection of Your Personal Data and information on how to access and change Your Personal Data consent.

What Personal Information is collected

The Personal Information We collect about You will depend on Your use of the functions available on this Website:

- If You visit the Website for any reason, including to read, browse, download information, or send Messages, Our systems will record Your server address, the date and time of Your visit and Personal Information You provide to Us via the Secured Site.
- If You are accessing the Secured Site to request reports, Our systems are able to match Your Password to enable You to access information on Your investments recorded on Our system.

Disclosure of Personal Information

We may, in Our absolute discretion, reveal or release Your Personal Information to a third party where required or necessary. Such third parties include any exchange or regulatory or competent authority when required by law; Our agents, employees, delegates, affiliates, intermediaries or service providers; Your Financial Adviser Representative; and any third party through which transactions will be carried out.

We may, in Our absolute discretion, make use of or provide anonymised (rendered non-traceable to an individual or company) or aggregated data that are created in the running of Our business, for the purposes of (including but not limited to) required regulatory or government-related surveys; marketing or advertising analysis; product and service analysis by Us; and research or analysis by any third party authorised by Us.

How to access and change your Personal Information

You can change Your Password, User Name or other Personal Information on the Secured Site.

Use of Cookies

We reserve the right to use "cookies" so that We may track Your preferences and usage patterns to allow for improvements to this Website and for planning, product development, marketing and research purposes including improvements and enhancements in Our service to You. We may also collect IP addresses to help Us diagnose problems.

Privacy Policy

Please refer to Our Privacy Policy at

<https://www.dollardex.com/sgn/?current=privacy&previous=home&nodelevel=child>

Marketing

If You have provided Your consent, We may use Your information to keep You informed by post, telephone, email, text messaging or other electronic means about insurance and financial products and services which may be of interest to You. Your information may also be used for these purposes after Your policy has lapsed or terminated or Your investment account has been closed.

You may contact us at any time or refer to <https://www.dollardex.com/sg/?current=userProfile/home> to withdraw Your marketing consent.

These Additional Terms and Conditions apply to Customers who have access to and use of our Secured Site.

Access to the Secured Site

The Secured Site uses two factor authentication as an additional layer of security to verify Your online identity. We may use a combination of User Name, Customer Password and One-Time PIN to authenticate You before giving You access to the Secured Site.

We will send Your User Name and Password by post or electronically. Your access to the Secured Site will only be activated after You first sign-in to the Secured Site using Your User Name and Password. You must notify Us immediately if You do not receive Your Password within one month after receiving Your User Name.

We may send You a One-Time PIN via SMS to Your registered mobile number or via Your security token. You must maintain and promptly update Your Personal Information through the Secured Site to keep it true, accurate, current and complete at all times. We reserve the right to suspend or terminate Your access to the Secured Site if any part of Your Personal Information is untrue, inaccurate, not current or incomplete or if We have reasonable grounds to believe that this is the case.

You must provide and maintain all telephone lines, modems, computer hardware and software and all other equipment necessary for access the Secured Site and bear all communications service fees and charges incurred. We will not provide any support services for Your access to the Secured Site or any maintenance or development services.

Security

You are responsible for keeping Your User Name and Password confidential and for all activities that occur from their use. We shall assume and accept that Your instructions given via Your User Name and Password are valid and binding without the need for further inquiry even if You can prove that the instructions were not sent by You or sent without Your authority.

We are entitled, in Our discretion, to seek Your confirmation offline or require other additional authentication processes or methods, to any of Your instructions as and when We deem fit. You agree that We are not liable for any damage or loss resulting from any breach of security arising from Your failure to keep Your User Name or Password confidential and You shall defend, indemnify and hold Us harmless from and against all liability, loss, damage, costs and expenses arising or resulting from such access or use of the Secured Site.

You must notify Us immediately when You become aware of any loss or theft or unauthorised use of Your User Name or Password and give Us such details and assistance as may reasonably be required. In such event, if You wish to change Your Password or if You have forgotten Your Password, You may change Your User Name and/or Password on the Secured Site. Until the change is effected, You shall continue to be liable for all transactions carried out on the Secured Site using Your User Name and/or Password.

If you detect any inaccurate information in Your account balances, securities position, or transaction history or any transaction which You have not authorised, You must immediately inform Us. Otherwise, neither We nor any of Our officers, employees, agents or affiliates shall be liable to You or any third party.

We reserve the right to block access to the Secured Site at any time for any reason. We may require the use of encryption technology for certain transactions as a means of security. In such event, We have the right to require You to use such technology, at Your costs, to access and use the Secured Site.

Evidence of Transactions

The records of transactions maintained through Our computer systems or otherwise are conclusive and binding for all purposes.

The Intermediary, Financial Adviser and Financial Adviser Representative:

- shall each be the only authorised user of its/his own User Name and Password and shall be responsible for maintaining its confidentiality;

- represent, undertake and warrant to Us that :
 - for any Personal Information of individuals that it/ he will be or is disclosing to Us, it/ he would have, prior to such disclosure, obtained appropriate consent from the individuals whose Personal Information are being disclosed to :
 - permit it/ him to collect, use and/or disclose the individuals' Personal Information to Us for the purpose of issuance and administration of the individual's insurance policy(ies) and/or account(s) with Us, including the processing of the individuals' Personal Information for underwriting purposes, payment of premiums and/or claims purposes, and for statistical, compliance, audit and regulatory purposes;
 - permit Us and its group of companies (in Singapore or elsewhere) to collect, use, disclose and/or process the individuals' Personal Information for the purpose of issuance and administration of the individual's insurance policy(ies) or such other policy(ies) and/or account(s) with Us, including but not limited to the processing of the individuals' Personal Information for underwriting purposes, payment of premiums and/or claims purposes, and for statistical, compliance, audit and regulatory purposes;
 - permit Us to disclose the individuals' Personal Information to Our group of companies, third party service providers, suppliers and/or reinsurers, whether located in Singapore and/or elsewhere;
 - any Personal Information of individuals which it/ he will be or is disclosing to Us are accurate, and it/ he shall give Us notice in writing as soon as reasonably practicable should it/ he be aware that any such Personal Information has been updated and/or changed after such disclosure;
 - it/ he shall give Us notice in writing as soon as reasonably practicable should it be aware that any individual above has withdrawn his consent as set out above; and
 - it/ he shall otherwise assist Us to comply with all laws and codes (where applicable) governing the collection, use, disclosure and protection of Personal Information in respect of all Personal Information provided to or by Us, or to which it/ he will have access, in the course of accessing the Secured Site.
- shall indemnify and at all times hereafter to keep Us and Our group of companies (together with their respective officers, employees and agents)(each an "Injured Party") indemnified against any and all losses, damages, actions, proceedings, costs, claims, demands, liabilities (including full legal costs on a solicitor and own client basis) which may be suffered or incurred by the Injured Party or asserted against the Injured Party by any person or entity whatsoever, in respect of any matter or event whatsoever arising out of or in relation to the provision of Personal Information by Us.

Miscellaneous

Admissibility of electronic records

Any electronic record relating to these Terms of Use, the use of this Website and/or Secured Site (including notices and Application Forms), kept and maintained by Us shall be conclusive evidence of its contents. You hereby irrevocably agree to admit as evidence in any court of law or tribunal such electronic record, maintained or kept by Us and any part, copy or computer output thereof, as an original document. You further agree not to challenge or dispute the admissibility, authenticity or accuracy of such electronic records or computer output.

Amendment of these Terms of Use/ Termination & Suspension of Website

We may, in Our sole and absolute discretion, from time to time and without notice to you:

- amend or modify these Terms of Use. By continuing to use this Website and associated accounts after such amendment or modification has come into effect, You are deemed to have agreed to these Terms of Use as so amended or modified. You may obtain the latest version of these Terms of Use from this Website;
- suspend or terminate the operation of this Website. including termination of all or some transactional capabilities for accounts that We deem, at any time, as being or having become, non-investment accounts. Non-investment accounts include, but are not limited to (i) accounts with no Navigator plan account (ii) accounts where We deem the Customer, on request, has not provided up-to-date identification documents or other information necessary for Us to comply with any legal or regulatory requirement; or
- de-activate Your User Name and/or Password.

Severability

Each of the provisions of these Terms are separate and enforceable and, accordingly, if at any time any provision hereof is adjudged by any court of competent jurisdiction to be void and unenforceable, the validity, legality and enforceability of the remaining provisions of these Terms shall not in any way be affected or impaired.

Assignment

We may transfer or assign its rights and obligations under these Terms to any party at any time.

Governing Law & Jurisdiction

These Terms shall be governed by and construed in accordance with Singapore law. You irrevocably submit to the non-exclusive jurisdiction of the Singapore courts.

Rights of Third Parties

A person who is not a party to these Terms has no right under the Singapore Contracts (Rights of Third Parties) Act (Cap 53B) to enforce any provision of these Terms.

Important Note:

Prospective investors are advised to read a fund prospectus carefully before applying for any shares/units in unit trusts. The value of the units and the income from them may fall as well as rise. Unit trusts are subject to investment risks, including the possible loss of the principal amount invested. Investors investing in funds denominated in non-local currencies should be aware of the risk of exchange rate fluctuations that may cause a loss of principal. Past performance is not indicative of future performance. Unit trusts are not bank deposits nor are they guaranteed or insured by Navigator. Some unit trusts may not be offered to citizens of certain countries such as United States.

Articles on this Website, whether written by Navigator or others, should not be construed as an offer or solicitation for the subscription, purchase or sale of any fund. No action should be taken without first viewing a fund's prospectus. Any advice herein is made on a general basis and does not take into account the specific investment objectives of the specific individual or group of individuals.

Any information relating to insurance products in this Website or email is only an overview of some of the benefits and features of the products, and not a contract of insurance. The detailed terms and conditions of any insurance plans are provided in the relevant policy contract.

All prices and values shown on this Website are indicative and are usually based on prices of 2-4 dealing days earlier. Customers should not rely on these prices for decision making. Fund prices are provided by third-parties. Navigator does not guarantee any prices or valuations shown, and accepts no responsibility for their accuracy.

NAVIGATOR TERMS AND CONDITIONS

Definitions

When used in these Terms and Conditions, the following words and phrases have the meanings set opposite them unless the context indicates otherwise:

Account	Your investment account with Us.
Application Form	The application form prescribed by Us from time to time, which may be in paper form or in the form of an electronic record.
Application Monies	What You pay in respect of a purchase or subscription of an investment.
Cash Account	A cash account established under a Plan pursuant to these Terms and Conditions.
Codes	The identification and other codes described in section D1(b) of these Terms and Conditions
Computer Virus	Includes any computer code that would damage or corrupt data or integrity of data, storage media, other computer programs or computer systems or network; or disrupt, disable, harm, interfere or otherwise impede in any manner the operation or communication between computer hardware, software, firmware, computers, computer systems or networks.
Content	The content more particularly described in section D2 of these Terms and Conditions.
Contract Currency	The currency You selected in respect of a Plan, where applicable. The Contract Currency may be in Singapore Dollars, United States Dollars or such other currency made available by Us.
CPF Agent Bank	A bank appointed by the CPF Board to be an agent bank for the purposes of the CPFIS.
CPF	Central Provident Fund

CPF Board	Central Provident Fund Board
CPF-OA and CPF-OA monies	CPF Ordinary Account and monies therein.
CPF-SA and CPF-SA monies	CPF Special Account and monies therein.
CPFIS	CPF Investment Scheme.
CPFIS-OA	CPFIS -Ordinary Account
CPFIS-SA	CPFIS -Special Account.
Custodian	The custodian appointed pursuant to section B3 of these Terms and Conditions.
Custodial Services	The functions performed by the Custodian on the terms and conditions set out in Section B4 of these Terms and Conditions.
Electronic Record	A record generated, communicated, received or stored by electronic, magnetic, optical or other information system or for transmission from one information system to another.
Electronic Services	The electronic services described in Section D of these Terms and Conditions.
Financial Adviser	A person who carries on the business of providing financial advisory services and is a licensed or exempt financial adviser as defined under the Singapore Financial Advisers Act (Cap. 110).
Fund	A unit trust, investment fund, mutual fund or other collective investment scheme authorised or recognised by the relevant authority and distributed by or made available through Us from time to time.
GST	Goods and Services Tax.
Investment Application	Any application to subscribe for switch, dispose of or redeem investments.
Investment Currency	The currency in which the investment is denominated.
Terms and Conditions	These Terms and Conditions, as amended or replaced from time to time.
Maximum Balance	The maximum limit of aggregate balances as specified in section C1(b) of these Terms and Conditions.
Minor Joint Account	A joint account opened by a Minor and an adult who is the Minor's parent or legal guardian.
Minor	A minor is a person who is below 18 years old.
Non-Minor Joint Account	A joint account opened by two adults.
Plan	An investment plan, as described in section B1 of these Terms and Conditions.
Personal Data	Personal data as defined under the Singapore Personal Data Protection Act 2012 and includes information or data provided by You or other parties in the Application Forms, other forms or from other sources and existing data in Our record and/or to be collected in the future..

Secured Website	That part of the Website which is accessible only by using an assigned user identification tag and password.
SGD Cash Accounts	Cash Accounts denominated in Singapore Dollars.
SRS	Supplementary Retirement Scheme.
SRS Account	Your SRS account with an SRS Operator.
SRS Operator	A bank designated by the relevant authority to operate SRS Accounts.
Switch	Redeeming units in one or more Funds and using the redemption proceeds to subscribe for units in one or more other Funds.
Transaction	Any transaction effected under your Account in respect of any investment, and includes purchase, subscription, switch, transferring, disposal and redemption of any investment.
Website	The internet-based portal owned and/or operated by Us (including the Secured Website).
You, Your, Yours	
We, Our, Us, the Company	A customer or holder of an Account with Us. Navigator Investment Services Limited.

In these Terms and Conditions, unless the context otherwise requires, words denoting the singular shall include the plural and vice-versa. Words denoting one gender shall include all genders and words denoting persons shall include bodies corporate, unincorporated associations and partnerships

References to a statutory provision shall include such provision as from time to time modified, amended or re-enacted so far as such modification, amendment or re-enactment applies or is capable of applying to these Terms of Use.

A. Disclaimer

Neither We, Aviva plc nor any of Our/their respective subsidiaries, officers, employees or agents guarantee the maintenance or return of the capital invested by You, or the performance of any investment or Your Account. We do not guarantee that Your investment objective or particular need will be achieved through any investment made via Your Account, the success of Your Account, any repayment of capital, any particular rate of capital or income return or make any representation concerning the investments made via Your Account including, without limitation, any representation with respect to income tax and other taxation consequences of such investments. We will not make any investments on Your behalf via Your Account without Your instructions to do so. In making available to You Your Account and any investment, We have not taken and will not take into consideration the investment objectives, financial situation or particular needs of any particular person. Before You make an investment decision on the basis of information contained in these Terms and Conditions, You need to consider, with or without the assistance of a Financial Adviser, whether the investments You intend to make via your Account are

appropriate in the light of Your particular investment needs, objectives, risk profile and financial circumstances. The Financial Adviser through which You may open your Account and who may assist You in making investment decisions are not Our agents. You acknowledge that You will place no reliance on Us in making any investment decision. Investment via your Account requires consideration of all risks involved when investing, and in some cases of the particular risks associated with the specific investments You intend to invest in. Neither We nor Our employees, officers, agents, representatives or affiliates shall be liable for any losses, damage, costs or expenses which You may suffer or incur as a result of or arising from any Investment.

B. Investing through Your Account

Important:

The Account is only available to those persons who receive these Terms and Conditions from within Singapore. Please read and retain these Terms and Conditions for future reference. All enquiries about Your Account or these Terms and Conditions should be directed to Us.

Application Forms are available from Your Financial Adviser or from the Secured Website. We reserve the right to decline any application (including an application to open an Account or any Investment Application) in Our sole and absolute discretion.

B1 Your Account

- (a) You have to open an Account before You can perform any Transaction. Your Account will consist of Your investments and your Cash Accounts under all investment plans established under your Account.
- (b) You may open one or more investment plans ("**Plans**") under Your Account. You may make investments and/or establish Cash Accounts in or through a Plan. We will hold such investments and Cash Accounts under the Plan specified by You at the time of Your investment or application (as the case may be). These Terms and Conditions and any other terms and restrictions which We may in our absolute discretion specify in respect of a Plan from time to time apply to all Transactions.

If applicable, You will be required to select a Contract Currency for each Plan and You may not subsequently change this selection. Notwithstanding the above, for the avoidance of doubt, the Contract Currency for any Plan that accepts CPF or SRS monies for investment shall be Singapore Dollars only.

We may, from time to time, make available additional features and enhancements to any Plan. The availability of such additional features and enhancements depend on these Terms and Conditions and any other terms and restrictions as We may in Our absolute discretion specify in respect of the Plan from time to time.

B2 Types of Accounts

(a) Single Accounts

Single Accounts may be opened by any one adult. An adult is a person who has reached 18 years old.

(b) Joint Accounts

Joint Accounts may be opened by:

- (i) 2 adults ("**Non-Minor Joint Account**"); or
- (ii) By a Minor and an adult who is the Minor's parent or legal guardian ("**Minor Joint Account**").

For Non-Minor Joint Accounts, an authorisation for a Transaction is required from either one or both of the Account holders in accordance with the written instructions of the Account holders.

For Minor Joint Accounts, instructions given by the adult Account holder is binding on the Account holder who is a minor until he reaches 18 years old. Thereafter, the adult Account holder has to provide written instructions to Us on the signing condition for the Non-Minor Joint Account. In the absence of any written instruction, the Account shall continue to be a Minor Joint Account.

If one Joint Account holder dies and subject to any applicable law for the time being in force, the survivor, upon producing such evidence of death as We may require, shall be the only person recognized by Us as having any title to or interest in the Account. However, in the case of a Minor Joint Account where the survivor is a Minor, We shall act only on after the minor reaches 18 years old. We shall not be obliged to act on the requests, applications or instructions of the heirs, executors or administrators of the deceased adult joint holder, the Minor joint holder or the Minor joint holder's legal guardian for omitting to act on any request, application or instruction given by the Minor before he reaches 18 years old or by the heirs, executors or administrators of the deceased adult joint holder. However, We may, in Our sole and absolute discretion, act on the requests, applications or instructions of the legally appointed guardian/s of the surviving Minor before the surviving Minor reaches 18 years old if We have received documentary evidence satisfactory to Us of the identity, appointment and status of such guardian or guardians.

A Single Account may, at Our sole and absolute discretion, be converted a Joint Account by completing and sending the relevant Application Form to Us. The Application Form must be signed by both the existing Single Account holder and the proposed new Joint Account holder, and accompanied by such documents as We may require to process the addition of the new Joint Account holder.

For the avoidance of doubt, Joint Accounts may not be converted to Single Accounts except in such circumstances as We may determine from time to time at Our sole and absolute discretion.

Joint Accounts may not be used for investments using CPF or SRS monies.

(c) Corporate Accounts

Corporate accounts may be opened by any company incorporated and registered in Singapore or, at Our sole and absolute discretion, corporations incorporated and registered outside Singapore.

All Application Forms and other instructions have to be signed by one or more signatories of the relevant company who have been expressly authorised by a board resolution of the Company. You shall provide to Us from time to time upon its request such documents, including but not limited to documents relating to Your corporate identity, registration and constitution and the authorisation of Your authorised signatories.

(d) Group Accounts

A Group Account comprises of two or more Single Accounts and/or Joint Accounts, in respect of which each of the holders of the Single Accounts and/or Joint Accounts have designated a main Account Holder (“**Main Account Holder**”) who must also be a holder of one of those Single Accounts and/or Joint Accounts.

The Main Account Holder of a Group Account may be given such authorisations in respect of the constituent Accounts of the Group Account as We may prescribe and make available from time to time. The holders of the constituent Accounts of a Group Account may give such authorisations to the Main Account Holder by completing and sending the relevant Application Form to Us. The relevant Application Form must be signed by each holder of the constituent Accounts (including the Main Account Holder). Such instructions shall not be effective unless We are satisfied that all relevant authorisations and mandates have been submitted to Us in such form as may be acceptable to Us.

B3 How investments will be held under Your Account

All investments made via Your Account will be held on Your behalf by a Custodian.

You authorise Us to appoint a custodian (the “**Custodian**”) for any period of time in relation to Your investments made via Your Account to perform the Custodial Services. We may, subject to Us fulfilling the necessary licensing requirements, undertake the role of Custodian or appoint a related entity or a third party to act as the Custodian. We shall not be liable for any default or breach by any related entity or a third party appointed to act as the Custodian, and/or any of such entity’s agents in providing Custodial Services, where such entities are appointed in good faith.

The Custodian will send You written confirmation of all investments held on Your behalf at frequencies stipulated by the relevant authorities and if there is no such stipulation, at frequencies determined by Us.

B4 Custodian Services

You authorise the Custodian to hold and to effect all Transactions relating to Your investments on Your behalf.

The Custodian shall also have the power to effect any Transaction with respect to such investments upon:

- (a) the sale, disposal or redemption of such investments for Your Account;

- (b) the exchange of such investments for other investments or cash if there is a merger, consolidation, reorganization, recapitalization or readjustment of the investments concerned;
- (c) the conversion of such investments pursuant to their terms into other investments;
- (d) the exercise of subscription, purchase or other similar rights represented by such investments;
- (e) the collection of income and other payments with respect to such investments;
- (f) the transfer of such investments to any other custodian or sub-custodian by Us; and
- (g) for any other purpose incidental to or for effecting Your instructions.

The Custodian will collect or will procure collection of all distributions, interest, redemption proceeds and other income payable or receivable in respect of Your investments.

On receipt of any such distribution, the Custodian will pay or will procure payment of the same (as they may be allocated to your investments) in accordance with the directions of the Company pursuant to these Terms and Conditions within any period prescribed by law or otherwise in accordance with the Custodian's usual practice.

The Custodian will send to You reports, accounts and other communications that it has received in respect of any investment held by the Custodian on Your behalf which it is required to forward to You by law and within the stipulated timeframes, or in the absence of any such legal requirement, may in its discretion (without the Custodian being obliged to do so) send to You such accounts and other communications which it may deem relevant. All rights of voting arising in respect of any investment in which You are invested (including directions as to any corporate entitlement investment) will be exercised by the Custodian in such manner as it may reasonably determine as being appropriate.

The Custodian may register all investments or hold such investments in its own name or that of its nominees or in such other name and held to its order as it may think proper. As Your investments will be held in the name of the Custodian or its nominees on Your behalf, Your rights in relation to such investments may only be enforced through the Custodian or its nominees, as appropriate.

In performing its duties, the Custodian may appoint, at its discretion, other parties as its agents, sub-custodians, nominees and delegates to perform in whole or in part any of its duties and discretions. The Custodian shall not be liable for any default of such agents, sub-custodians, nominees and delegates if employed in good faith.

The Custodian shall not be liable for any loss to Your Account save where such loss is directly attributable to the fraud or negligence on the part of the Custodian in the performance of its custodial services. The Custodian shall under no circumstances be liable for any special damages.

All investments which the Custodian or any of its agents, sub-custodians, nominees or delegates may hold from time to time on Your behalf shall be subject to a general lien for all costs and charges owed to the Company and to the Custodian and You consent to the same. The Custodian shall have power to withhold and/or sell such securities for the discharge of your payment obligations to the Company (on its instructions) or to the Custodian (as the case may be).

The Custodian may hold Your assets with those of other investors on a commingled basis; if so, Your interest in Your assets may not be identifiable by separate certificates or other physical documents or electronic records. The Custodian shall maintain records of Your interests in assets that may be commingled.

All prevailing expenses and costs payable for any Custodial Services, where applicable, are set out in the Website.

C HOW YOUR ACCOUNT WORKS

C1. Cash Accounts

(a) General Terms

Cash Accounts may be established in respect of the Plans held under Your Account.

Subject to these Terms and Conditions and to the extent permitted by law or by the relevant authorities, Your Cash Accounts are used for:

- crediting income and interest accruing to You from Your investments;
- debiting fees and charges due from You; and
- such other purposes as We may in Our sole and absolute discretion determine from time to time.

No interest shall be paid on amounts in Your Cash Accounts unless expressly determined and declared by Us in Our sole and absolute discretion. For the avoidance of doubt, if interest is being paid, We may cease such payment at any time without giving any reason or prior notice. Your Cash Accounts should not be used as bank accounts and monies should not be placed in these accounts solely for the purpose of earning interest (if interest is payable) on such monies. Monies in Your Cash Accounts are not protected under the Deposit Insurance Scheme.

We will hold all monies in Your Cash Accounts in trust accounts maintained with licensed financial institutions. Your monies in the trust accounts may be commingled with that of other investors. We will maintain records of Your monies in each of Your Cash Accounts.

Your Cash Accounts are subject to the operation of law, the directives of the relevant authorities and these Terms.

Subject to these Terms and Conditions and to the extent permitted by law or by the relevant authorities, You authorise Us to use monies in Your Cash Accounts to:

- settle payments in respect of Your subscriptions into or purchase of investments;
- make payments to meet any payment obligation incurred by You or on Your behalf arising from any dealing in Your investments, including payments arising in connection with the conversion, exchange, surrender or exercise of rights attaching to Your investments;
- make any investment permitted by law;
- pay transactional charges incurred (including but not limited to brokerage charges and stamp duties) in connection with any dealing in Your investments;
- make payment to any person or account according to Your written instructions;
- settle any fees, charges and expenses payable to Us;
- make or withhold any payments required by law, including but not limited to income or other form of tax assessment.

We reserve the right, by giving You at least 30 days' written notice or any other period as may be stipulated or required or agreed by the relevant authorities to:

- impose a minimum balance for any of Your Cash Accounts;
- impose a limit on the maximum balance for any of Your Cash Accounts; and
- close any of Your Cash Accounts.

(b) Special Terms for SGD Cash Accounts

You may not deposit cash directly into any of Your SGD Cash Accounts.

The aggregate of all balances in all SGD Cash Accounts at any time must not exceed the Maximum Balance.

In calculating the aggregate balance for this purpose:

- balances in all SGD Cash Accounts which are held singly by a particular individual will be aggregated;
- balances in all SGD Cash Accounts which are held jointly by the same individuals (whether Non-Minor Joint Accounts or Minor Joint Accounts) will be aggregated.

For the avoidance of doubt, balances in any SGD Cash Account held jointly by a particular individual with another person will not be aggregated with that individual's balances in any other SGD Cash Account under any other Plan held by that individual singly (and vice-versa).

You may check the current Maximum Balance with Us or from the Website. We may revise the Maximum Balance from time to time by written notice to You. The revised Maximum Balance (and the relevant effective date) will be published on the Website.

You expressly authorise Us to return You any excess above the Maximum Balance from time to time, or return You all balances in any SGD Cash Account, at any time at Our sole and absolute discretion. If You have more than one SGD Cash Account, We have sole and absolute discretion to determine from which SGD Cash Account(s) such return will be made, and the amounts to be returned from each such SGD Cash Account.

C2 Investing in Funds

(a) Important note

All Plans allow You, as the investor, to make the investment decisions. Please refer to the offering documents of the relevant Funds for information about the risks associated with Your choice of investments. Each Fund is offered on the basis of information set out in the relevant offering document. You can get a copy of the relevant offering document from Your Financial Adviser or the Website. You should read the relevant offering document before deciding whether or not to invest in the Funds.

The value of the units in any Fund and the income accruing to such units may rise or fall. Funds are not bank deposits and they are neither guaranteed nor insured by Us and/or Our affiliates. The risk of investment includes the possible loss of the principal amount invested. Past performance of any Fund does not indicate its future performance.

In addition, the following should not be taken as an indication of the investment potential of any Fund:

- the credibility of the Fund manager;
- the probity of the investment company offering the Fund; or
- the fact that the Fund is made available for investment under any of Your Plans.

While We endeavour to process Your Investment Applications in a timely manner, please note that completion of the relevant Transactions depend on the individual Fund manager's operations and processes and on the specific procedures for each Fund.

If We provide You with general information that may be relevant to any Fund, such information shall not be treated or construed as advice to You. We shall not be responsible for any loss that You may suffer or incur as a result of Your action or omission to take action on the basis of such information.

(b) Subscriptions

- You may, from time to time, subscribe to units in one or more Funds through a Plan by completing and sending the relevant Application Form to Us. Such Transactions and Your Investment Application are subject to such limitations as may be imposed by Us for any particular Plan from time to time, including the mode of payment (either by way of cash, CPF monies or SRS monies) prescribed by Us.
- We will process Your Investment Application only upon receipt of payment for Your subscription. Payment shall be deemed received when such payment has been credited to Our bank account, or at such other time as We may accept at Our sole and absolute discretion.

(c) Withdrawals and redemptions

- You may, from time to time, request for a withdrawal from any Cash Account or redemption of Your investments under a Plan, by completing and sending the relevant Application Form to Us. Such Transactions and Your Investment Application are subject to such limitations as may be imposed by Us for any particular Plan from time to time.
- Payment in respect of a withdrawal request will be deducted from any cash balance in Your Cash Account. Payment in respect of a redemption request will be made directly from the redemption proceeds of the relevant Fund.
- Payment in respect of a withdrawal or redemption request will be made to You within such period as may be stipulated by the relevant authorities or otherwise in accordance with Our usual practice. We reserve the right to deduct any outstanding fees and charges owed to Us from the withdrawal or redemption amounts before We pay such amounts to You.

(d) Transfers

You may, from time to time, transfer investments not previously held with Us into a Plan by completing and sending the relevant Application to Us. Such Transactions and Your Investment Application are subject to such limitations as may be imposed by Us for any particular Plan from time to time.

You may request to transfer Your investment or monies from one plan to another Plan under your Account. Such request is subject to Our sole and absolute discretion and such other terms and restrictions as We may specify for the relevant Plan from time to time.

(e) Switch

- You may, from time to time, Switch units from one or more Funds under a Plan to one or more other Funds under the same or another Plan held under Your Account by completing and sending the relevant Application Form to Us. Such Transactions and Your Investment Application are subject to such limitations as may be imposed by Us for any particular Plan from time to time.
- A Switch involves the redemption of units in one or more Funds and using the redemption proceeds to subscribe for units in one or more other Funds.
- Units in Funds subscribed using CPF-OA monies may only be Switched to units in Funds included under CPFIS-OA. Similarly, units in Funds subscribed using CPF-SA monies may only be Switched to units in Funds included under CPFIS-SA.

(f) Easy Save Option (Regular Investment)

- You may, from time to time, apply for a regular investment under any Plan (where available) by nominating a fixed amount to be invested in one or more Funds at a nominated frequency, by

completing and sending the relevant Application Form to Us. Such Transactions and Your Investment Application are to such limitations as may be imposed by Us for any particular Plan from time to time, including the mode of payment (either by way of cash, CPF monies or SRS monies) prescribed by Us.

- The regular investment amount will be deducted from the relevant account on a fixed date at Your nominated frequency. We reserve the right to process such investment within such number of business days as may be stipulated or required by the relevant authorities or otherwise by Us.
- If We cannot make the regular investment on Your behalf for any reason, including data discrepancies, insufficient funds in the relevant account for deduction, or the suspension or termination of any Fund into which the regular investment amount is to be invested, We may, in Our sole and absolute discretion, make further attempts to deduct the regular investment amount (if applicable) at such time as We may determine, or cancel Your regular investment application for all future deductions. You agree to absolve Us from any liability for any loss whatsoever and howsoever suffered arising from such cancellation.

(g) Regular cashback facility

- You may, from time to time, apply to receive a fixed amount of money paid from Your investments under any Plan (where available) at a nominated frequency, by completing and sending the relevant Application Form to Us.
- Regular cashbacks will be made from the Cash Account and/or from the proceeds of redemption of investments under the relevant Plan. If We are required to redeem some of Your investments to meet Your regular cashbacks, You authorise Us to redeem sufficient assets to meet the regular cashback due to You and the full amount of such redemption proceeds after deducting any outstanding fees and charges owed to Us shall then be paid to You.
- Except where We have received specific instructions in writing from You with respect to the redemption of Your investments to meet Your regular cashbacks, We may (but shall not be obliged to) first redeem units in the least volatile Fund in which You have invested, as determined by Us at Our sole and absolute discretion, in order to meet Your regular cashbacks.
- Regular cashbacks will be made on a fixed date at Your specified frequency. We will process such cashbacks within the number of business days as stipulated by the relevant authorities or otherwise in accordance with Our usual practice.
- This regular cashback facility is not available for investments using CPF monies.

(h) Distribution of Income

Your income entitlement is the total of all income arising from Your investments, together with realised and unrealised gains and losses arising from Your investments, and any other amount credited in units or dollar value to Your Account in the manner that the income was received by Us. If You have invested in any Fund which provides You with an option to reinvest any income, We will select this as the default option. Income may be either reinvested as stated above, paid to you or (to the extent permitted by law or the relevant authorities) credited into the Cash Account under the relevant Plan.

Should You redeem, switch out or transfer Your holdings before the crediting of dividends, We may handle the dividends in Our sole and absolute discretion, either by reinvesting the dividends or paying the dividends out to You.

(i) Transactions and turnaround time

- All Your Transactions in Funds are subject to the minimum limits applicable to the relevant Plan as prescribed by Us from time to time.
- You agree that Your Transactions will be processed in accordance with these Terms and Conditions and such other terms, conditions and limitations as may be imposed by Us from time to time, including those set out in the relevant Application Forms.

- Any Investment Application that is received by Us on or before the relevant cut-off time prevailing at the time of Your request on a business day, will be processed within such number of business days as may be stipulated by the relevant authorities or otherwise by Us from the date We accept the Investment Application. Units in any Fund to be acquired or redeemed pursuant to an Investment Application will be acquired or redeemed at the prevailing unit price at the relevant valuation date for that Fund on the date that the relevant Fund manager accepts and carries out the transaction request received from Us, and in the case of subscription requests to be accepted only on a cleared funds basis, such later valuation date after the date the relevant Fund manager receives the subscription monies. All subscription monies will be submitted to the relevant Fund manager after deducting any applicable fees and charges due to Us.

(j) Deferral of Transactions and valuation

You acknowledge and agree that the Company has the right to suspend the processing of Transactions of units in any Fund or the provision and/or publication of the prices of units in any Fund due to any of the following:

- when dealings in any Fund have been suspended;
- when any of the recognised stock exchanges or markets on which the unit prices are quoted is closed other than the normal closing hours or days or has restricted dealings;
- when the Fund manager is unable to repatriate money, or considers that any transfer of money for purposes of completing the investment or redemption of units under Your Account is not possible at the normal exchange rates (if applicable);
- when an Investment Application is not given according to these Terms and Conditions and/or the terms of the applicable Application Forms; or
- the occurrence of any other circumstances which, in Our opinion, renders the calculation and/or provision or publication of fair and accurate unit process not possible.

We shall not be responsible for any losses You may suffer due to such suspension of processing for any Transaction or the provision and/or publication of the prices of units in any Fund.

(k) Termination and winding up of Funds

- You acknowledge and agree that:
 - We may give You such prior notice as may be required by law or stipulated by the relevant authorities (and in the absence of such requirement or stipulation, according to Our usual practice) of the termination and/or winding-up of any of the Fund in which units are acquired under Your Account, if We are notified that such Fund will be closed to further investments and/or is or is to be terminated or wound up (subject to Our having received such notice in good time from the Fund manager or trustee of the relevant Fund);
 - if notice of termination and/or winding-up of a Fund is given and units in the Fund under Your Account are to be redeemed, We shall use the proceeds from such redemption to subscribe into other Funds only if We receive the relevant Application Form from You within the period stated in the notice of termination and/or winding-up. In the absence of such instructions, We shall pay the proceeds of such redemption to You.
- Notwithstanding anything in these Terms and Conditions, We have the right to discontinue or suspend the offer of any Fund through Us.
- You authorise Us to redeem Your investments (if any) in any Fund with a stipulated maturity date upon its maturity as specified by the relevant Fund manager and pay the proceeds from such redemption to You. We shall use the proceeds to subscribe into other Funds only if We receive the relevant Application Form from You on or before the maturity of the first Fund.

(I) Fund information and reports

- You can get the current versions of the offering documents, provided to Us by the Fund managers for each Fund, from Us or the Website. As the offering documents for all Funds available are prepared by the relevant Fund managers, We are not responsible for the accuracy of the information provided in any offering document and are not liable for any outcome arising from the use of the information provided in such offering documents.
- You consent to receiving Fund reports by electronic means via the Secured Website (including via an electronic link). The latest Fund reports may be obtained from Us or the Website at the frequencies stipulated by the relevant authorities, provided We have received the reports from the relevant Fund managers.

D ELECTRONIC SERVICES

D1. Electronic Services

- (a) We may, subject to and in accordance with these Terms and Conditions, provide You with the following Electronic Services:
- transmitting to Us any Application Form and any other communication relating or arising out of the foregoing which We agree to accept;
 - transmitting to You of the results, confirmation or status of any Investment Application (and the contents thereof) and any other communication relating or arising out of the foregoing which We may agree to transmit;
 - facilitating communication between You and Your Financial Advisers relating to any Investment Application and/or Transaction;
 - facilitating collection of Application Monies from You.
 - general communications between You, Your Financial Advisers and/or Us; and
 - any other Electronic Services ancillary to the above and for any other matter which We agree to provide through the use of electronic records using the Website, any telecommunication networks or services, or other electronic networks or services.
- (b) You have the sole responsibility and shall be liable for the security and safe-keeping of Your user identification and all passwords, identification and other codes issued to You by Us or by any certification authority duly recognized by Us for the purpose of enabling You to access the Electronic Services (the “Codes”). You agree that We are entitled to rely on the digital signature and/or correct entry of the Codes in order to ascertain whether any Investment Application and/or other instruction placed with Us is Yours, and to act on that assumption. You shall be fully responsible and liable for any such Investment Application and/or other instruction placed with Us through the use of the Electronic Services notwithstanding that such Investment Application and/or other instruction may have been given by a third party with or without Your authority to give such Investment Application and/or other instructions on Your behalf.
- (c) You agree that the risk of any Investment Application and/or other instruction placed with Us through the use of the Electronic Services not being genuine or being forged, fraudulent, ambiguous or erroneous lies solely with You. You undertake to keep Us indemnified from and against all claims, losses and liabilities incurred by Us arising out of anything done or omitted pursuant to such Investment Applications and/or other instructions given or purportedly given by You.
- (d) We are not obliged to proceed to input, transmit or otherwise process any Application Form or information You provided if We are of the view that there is any discrepancy, ambiguity or contradiction in the Application Form or information; PROVIDED ALWAYS that the We shall not be liable for any loss, damages or expenses suffered or incurred by You if We proceed to input, transmit

or otherwise process the Application Form notwithstanding any such discrepancy, ambiguity or contradiction.

- (e) Where any Investment Application is unsuccessful, We shall not be under any obligation to refund the relevant Application monies to You. You acknowledge and agree that the obligation to refund such Application monies lies solely with the relevant Fund manager. We may facilitate the refund of such Application Monies but will only make such refund after We have received them from the relevant Fund manager.
- (f) Any electronic record relating to these Terms and Conditions , the Electronic Services, notices and Application Forms kept and/or maintained by Us shall be conclusive evidence of the their contents. You hereby agree to the admission as evidence in any court in Singapore of such electronic records maintained or kept by Us and any part, copy or computer output thereof, as an original document. You further agree not to challenge or dispute the admissibility, authenticity or accuracy of such electronic record or computer output.
- (g) You understand and acknowledge that any information or material not contained within any offering document made available to You as an electronic record do not form part of the offering document and that the investment is offered to You only on the basis of the information contained in the relevant offering document.

D2 No Warranty

- (a) The information and materials contained in the Website or provided as part of the Electronic Services (including text, graphics, links or other items) (collectively the “**Content**”) and the Electronic Services are provided on an "as is" and "as available" basis. We do not warrant the accuracy, adequacy or completeness of the Content, and expressly disclaim any and all liability for errors or omissions in the Content. No warranty or condition of any kind, implied, express or statutory (including but not limited to warranties of non-infringement of third party rights, title, merchantability, satisfactory quality, fitness for a particular purpose and freedom from Computer Virus) is given in conjunction with the Electronic Services or the Content.
- (b) We make no warranty that the Electronic Services or any service or information comprised therein will be uninterrupted, timely, secure, or error free, nor do We make any warranty as to the results that may be obtained from the use of the Electronic Services, or as to the accuracy or reliability of any information obtained through the Electronic Services or that defects in any software utilised or provided in conjunction with the Electronic Services will be corrected.

D3 Limitations on use

- (a) Your right to use the Electronic Services is personal to You. You agree not to resell or make any commercial use of the Electronic Services or any information comprised therein. We retain the right, in Our sole and absolute discretion, to determine whether or not Your conduct is consistent with the letter and spirit of these Terms and Conditions.
- (b) Use of the Electronic Services is subject to all applicable laws and regulations (whether having the force of law or not) and You agree:
 - not to use the Electronic Services for any illegal or immoral purposes;
 - not to interfere with or disrupt computer networks or systems connected to, supporting or hosting the Electronic Services or Us;
 - to comply with all regulations, policies and procedures of networks connected to or which may be hosting the Electronic Services or the Website; and

- not to transmit through the Electronic Services, the Website or any Investment Application, any unlawful, harassing, libelous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable material of any kind.
- (c) You shall not use any Computer Virus, device, software or routine to interfere or attempt to interfere with the proper working of the Electronic Services or the Website or take any action that imposes an unreasonable or disproportionately large load on the Electronic Services or its associated infrastructure (including any computers supporting the Electronic Services or, hosting or connected to the Website).
- (d) We do not make any representation or warranty about any web page You may access through the Electronic Services, the Website or any Investment Application as such web page is independent from the Electronic Services, the Website or any such Investment Application and We have no control over, or responsibility with respect to the information provided or activities undertaken by such web page. A link between the Website or any Investment Application to another web page does not mean that We endorse that web page. You should make Your own independent decision with regard to Your interactions or communications with such web page.
- (e) In providing the Electronic Services to You, We may, in Our sole and absolute discretion, from time to time and without notice to You:
- (i) amend, modify, suspend or terminate the operation of the Electronic Services;
 - (ii) suspend or terminate Your access to or use of the Electronic Services; or
 - (iii) de-activate the Codes.

We shall not be liable to You for any claims, liabilities and losses which You may suffer as a result of any of the above actions.

D4 Presumption of identity

Any requests, information or instructions which You send to Us through the Website must comply with the security requirements stipulated by Us from time to time. You agree that if You give Us instructions or messages via the use of electronic records, there will be an irrefutable presumption that the instructions or messages are given by You and You shall be bound by and be responsible and liable for all consequences as if You had given such instructions or messages even if You are able to prove that the instructions or messages were not given by You. All information and instructions shall be deemed to be made at the time We receive them and in the format received.

D5 Intellectual Property

All intellectual property rights (including copyrights, trade marks and other similar rights) to all materials and information (including pictures, graphics, text, page headers, buttons, images, animated pictures and sound) which may be compromised in the Website, any Investment Application, or in any web page or web pages which may be created by Us and used in connection with the Website or any Investment Application, the provision of the Electronic Services or otherwise in connection with the Website or any Investment Application, are owned by or licensed to Us, Our service providers and/or professional advisers. You have no interest in these materials, information or web pages. You may not reproduce, retransmit, disseminate, sell, distribute, publish broadcast, circulate or commercially exploit any of the said materials, information or web pages in any manner without the express written consent of the family. Nothing in these Terms and Conditions shall be construed as giving You any licence or other right in intellectual property.

E IMPORTANT INFORMATION FOR ACCOUNT HOLDERS

E1 Exclusion of liability

- (a) A reference to the “**the Company**” in this section shall be a reference to Us, the Custodian or Our/ their respective nominees, as the case may be.

You agree that the Company shall not be liable for any loss, damage or expense suffered or incurred by You (including but not limited to losses suffered as a result of the exercise by the Company of the powers or discretion conferred on it by these Terms and Conditions, and whether in its capacity as administrator of Your Account, or otherwise, as the case may be), which is not due to the deliberate fault or negligence of the Company. In any event, the Company shall not be liable, whether in tort, in contract or otherwise, for any consequential or indirect losses of any kind, including loss of profits. The Company shall not be imputed with notice of knowledge of any information You may have communicated to Your Financial Adviser. Transactions carried out by the Company on Your instruction, made or given or purporting to be made or given by You or by any other person on Your behalf, shall be binding on You for all purposes regardless of the circumstances prevailing or the nature of the transaction or arrangement or the amount of money involved and notwithstanding any error or misunderstanding or lack of clarity in the terms of such instructions or other communications. You shall indemnify and hold the Company harmless from and against any and all loss, damage, costs, charges, and/or expenses suffered and/or incurred by the Company as a result of acting or relying on any of Your instructions made or given or purporting to be made or given by You or by any other person on Your behalf (in whatsoever form given, whether by electronic, facsimile, written means or otherwise).

- (b) The Company accepts no responsibility and shall have no liability whatsoever to You:
- in relation to Your receipt of advice or recommendation from Your Financial Adviser. You acknowledge the importance of seeking independent financial advice with respect to any investment You may wish to make; and
 - for any costs, expenses, disbursements, liabilities, obligations, penalties, claims, demands, actions, proceedings, judgment, suits, losses (including any consequential loss and any loss of investment opportunity), or damages of whatsoever nature suffered or incurred by You as a result of, or in connection with, any Transaction made or omitted to be made by You on the basis of any information provided by the Company.
- (c) The Company makes no warranties or representations, implied or otherwise, not expressly set out in these Terms and Conditions and, to the fullest extent permitted by law, all such warranties and representations, whether implied or otherwise, not expressly set out in these Terms and Conditions are excluded.
- (d) To the fullest extent permitted by the law, You acknowledge and agree that the Company shall not be liable to You for any damages, losses or expenses, whether arising out of contract or tort (including but not limited to direct, indirect, incidental, special or consequential damages or economic loss) arising out of or in connection with these Terms and Conditions, the Electronic Services or any other service provided by the Company, including but not limited to the following events or matters:
- any acts beyond the control of the Company, including, without limitation, acts of God, acts or regulations of any governmental or supra-national authority, war or national emergency, accident, fire, lightning, equipment failure, telecommunication line equipment failure, riot, strikes, lock-outs,

- industrial disputes (whether or not involving the Company's employees) or epidemics or infectious diseases;
- any defect, deficiency or malfunction in and or any breakdown, disruption or failure of any telecommunications, computer or other electronic equipment or system (whether or not owned, operated or maintained by the Company or any other person and whether or not used in the provision or operation of any service by the Company), including but not limited to:
 - the inability or failure of any such equipment or system to accept and/or recognize and/or properly and accurately store, process and/or transmit dates or data incorporating or relying on dates, or the processing, storage and/or transmission of any inaccurate date or data by virtue of such inability or failure of any such equipment or system.
 - the failure of any such equipment or system to accept, recognize or process any Investment Application or other instruction;
 - a breakdown in or the failure of any website through which the Company may offer any of the Electronic Services.
 - any cessation, interruption or delay in transmission or any wrongful interception of any instruction through any telecommunications, computer or other electronic equipment or system (whether or not owned, operated or maintained by the Company or by any other person and whether or not used in the provision or operation of any service by the Company);
 - the corruption or loss of any data stored in any equipment, terminal or system or instruction or in the course of transmission through the Internet, any computer or any electronic or telecommunications system used by the Company or any other person whether or not in connection with any Account or the provision or operation of any service, including any errors generated in the transmission of any data or instruction;
 - the cessation or interruption of the availability or operation of any service, including the Electronic Services;
 - the failure or refusal of the Company or any other person to accept or honour any Investment Application or other instruction; and
 - any failure on the part of the Company to perform its obligations or duties to You caused by or arising from any one or more of the events or matters set out in any one or more of the foregoing sub-paragraphs
- (e) Your Financial Adviser is not an agent of the Company and has no authority to bind the Company in any way. The officers and employees of the Company are not authorised to make any representation or bind the Company in any way that is inconsistent with these Terms and Conditions. The Company does not make any express or implied recommendation concerning any investment available through Your Account. Any information provided in relation to any investment available through Your account is furnished without regard to the investment objectives, financial situation or particular needs of any particular person, and in deciding on any Transaction, You shall do so entirely on Your own assessment of the merits of any such Transaction.
- (f) You agree that the limitations in this section shall survive and apply even if any limited remedy specified in these Terms and Conditions is found to have failed its essential purpose. You are aware that circumstances could arise in which the remedies and limitations on liability set forth in these Terms and Conditions may appear insufficient to You. You agree that the limited remedies and liabilities of the Company set out in these Terms and Conditions are part of a reasonable allocation of the risks and benefits of the agreement between the parties taking all relevant factors into consideration and the availability and costs of insurance with respect to the said risks.

E2 Your Liability

You agree to pay on demand all fees and charges relating to your Account. You also agree to indemnify the Company and their respective officers and employees against any claims, liabilities, expenses, losses or costs (including legal costs on a full indemnity basis) suffered or incurred by them as a result of:

- Your default of Your obligations under these Terms and Conditions ;
- The performance by them of their obligations, or exercise by them of powers conferred under these Terms and Conditions (including acting on Your instructions, notices or requests and incurring fees and charges) not arising from their own negligence, fraud or wilful default;
- Your infringement of any intellectual property, including trademarks, copyrights, rights of confidence or other rights, of any person or entity
- the enforcement of these Terms and Conditions and/or the recovery of any sums owed by You in respect of Your Account;
- claims of third parties which may be brought or asserted in respect of Your Account and/or these Terms and Conditions ;
- the acts of Your agents, attorneys or Financial Advisers;
- Your failure to comply with applicable laws when making any investment through Your Account; or
- otherwise in connection with Your Account and these Terms and Conditions .

This obligation is a continuing obligation, independent of Your other obligations under any agreement, which You may have with the Company. It continues after termination of Your Account or any Plan under Your Account.

E3 Risks

As with any investment, there are risks involved with Your investments made through Your Account.

- (a) You acknowledge that:
All investments carry a risk component. You should carefully consider any investment decisions under Your Account and obtain any independent advice which You consider necessary in making such investment decisions. Portfolio values may rise and fall and You may not receive:
- a return of some or all of your capital
 - a particular rate of return on capital; or
 - any return at all.
- (b) You are responsible for ensuring that the investments You make meet Your investment objectives and that You comply the laws, regulatory policies or other statutory requirements that may be applicable to You when making any investment.
- (c) If You give the Company an Investment Application and do not satisfy the minimum transaction requirements set by the Company, the Company will:
- endeavor to aggregate Your investments with those of other investors to meet such minimum transaction requirements; or
 - effect Your instructions on receipt of instructions from other investors, which when aggregated with Your instructions, meet or exceed the minimum transaction requirements.
- (d) Delays in any Transaction may occur if an Investment Application does not provide sufficient details for the Company to act on the application. This can also occur if the correct signatures are not provided, or where instructions are illegible or incomplete.

- (e) We bear no responsibility or liability whatsoever for any error, misstatement or omission in any Prospectus, report or any other material prepared or issued by any manager or Fund.

F GENERAL

F1 Fees and payments

- (a) You may make payments to Us in such manner as We may accept from time to time. You shall promptly pay to Us any outstanding sum on the due date of (in the case of the fees and expenses) the relevant fees and expenses or (in the case of any Transaction) the relevant Transaction, or upon demand by Us.
- (b) We are entitled to charge interest on any sum or payment due to Us at such rate and calculated and/or compounded in such manner as We may, in Our sole and absolute discretion, impose and determine from time to time and debit the interest due from Your Account.
- (c) Payments for any fees and expenses due to Us will first be deducted from any cash balance in the relevant Cash Accounts. Where there are no or insufficient monies in the relevant Cash Account to pay for fees and expenses attributable to Your investments, You authorise Us to redeem units in the Funds (in any) in which You have invested, at such times and to the extent determined by Us, to pay the outstanding fees and expenses. In this respect, We may (but shall not be obliged to) first redeem units in the least volatile Fund in which You have invested, as determined by Us in Our sole and absolute discretion, and may (but shall not be obliged to):
- effect more than one redemption if so necessary to meet the relevant fee or expense; or
 - return any excess amount resulting from the redemption in such manner as We may determine (including, without limitation, by crediting the relevant Cash Account or paying such excess amount to You).

We will only process any Investment Application received from You during such redemption for outstanding fees and expenses after completion of such redemption.

- (d) All payments from You to Us or from Us to You shall be settled in the relevant Contract Currency. In the event that monies received by Us are in a currency other than the Contract Currency, We may either return such monies to You or convert such monies to the Contract Currency at such rate of exchange as We may at Our sole and absolute discretion decide before We credit Your Account. You are solely responsible and liable for any losses resulting from any currency conversion. If for any reason We cannot effect payment or repayment to You in the Contract Currency or in the agreed currency, We may effect payment or repayment in the equivalent of any other currency selected by Us based on the applicable rate of exchange at the time the payment or repayment is due.
- (e) If the investment selected in any Investment Application is denominated in an Investment Currency other than the Contract Currency of the relevant Plan, We will convert the relevant sum for investment to that Investment Currency at such rate of exchange as We may in Our sole and absolute discretion decide before completing Your Investment Application. You are solely responsible and liable for any losses resulting from such currency conversion.
- (f) All payments You make to Us shall be in free and clear funds and net of all deductions or withholdings. If You are obliged (whether by law or otherwise) to make any deduction or withholding, You must pay Us the greater amount which after such deduction or withholding ensures that the net amount actually received by Us will equal the amount which would have been received by Us had no such deduction or withholding been required.
- (g) You shall be liable for any and all taxes, duties, disbursements, costs and/or other expenses incurred by Us in connection with Your Account or otherwise in connection with You. You shall reimburse Us,

upon demand, any such payments made by Us on Your behalf. All interest, fees, commissions and other charges of the Company are exclusive of any GST or any other applicable sales tax shall be charged to and borne by You.

- (h) To the extent permitted by law or by the relevant authorities, We shall make payments due to You in the following manner:
- for CPF monies, by crediting the relevant amount into Your CPF Investment Account with Your CPF Agent Bank or CPF Special Account (as the case may be). Your CPF Agent Bank will charge You a fee in respect of the processing of any these Transactions;
 - for SRS monies, by crediting Your SRS Account with the relevant SRS Operator; or
 - for cash, by crediting the relevant amount into Your nominated bank account, if any, or sending a cheque for the relevant amount to Your last known address in Our records. For cheque returns in respect of an Account which is held as a Non-Minor Joint Account, cheques will be issued jointly to all accountholders.
- (i) We shall not be liable to You or any other person for any loss whatsoever suffered that is attributable to any payments or transfers made by Us in good faith.

F2 Right not to act

Notwithstanding anything in these Terms and Conditions to the contrary, whether express or implied, We shall be entitled at any time to decline to act on Your instructions with respect to any Transaction or Investment Application without assigning any reason for doing so. In particular, We reserve the right to reject instructions that are, in Our opinion, incomplete, unclear or ambiguous, or which may cause Us to contravene any law or regulation for the time being in force, or if Your signature differs from that given as a specimen to Us. We shall not incur any liability to You or any other party as a result of Our refusal to act.

F3 Statements

- (a) We will send to You statements confirming Your Transactions and statements of Your investment holdings via the Secured website (or via such other methods as may be determined by us in Our sole and absolute discretion from time to time) at the frequencies stipulated by the relevant authorities or otherwise in accordance with Our usual practice. For the avoidance of doubt, We may stop sending statements that are being disseminated other than via the Secured website at any time without giving any reason or prior notice, and thereafter all such statements will be sent to You only via the Secured Website.
- (b) You may access the Secured Website with Your assigned user identification and password to receive statements on Your investment balances, Transactions, the performance of Your investments and other information as may be provided by Us from time to time.
- (c) We will send You statements of Your investment holdings via the Secured Website (or via such methods and in such circumstances as We may in Our sole and absolute discretion determine from time to time, at frequencies stipulated by the relevant authorities or otherwise according to Our usual practice. To avoid doubt, We may cease disseminating statements other than via the Secured Website at any time without giving any reason or prior notice and thereafter, all such statements will be sent to You only via the Secured Website.

F4 Communications

- (a) Any notice to be given by Us and any advice or confirmation that an instruction has been received and/or a Transaction has been effected through Us will be sent to You through secured electronic

mail via the Secured Website or via such other methods as may be determined by us in Our sole and absolute discretion from time to time.

Such notice, advice or confirmation shall be deemed to have been sent at the time of transmission for electronic mail via the Secured Website or in the case of any other mode of communication, at the time of dispatch and shall be deemed to have been received by You immediately after transmission or (in the case of any other mode of communication) at the time of dispatch, and it is Your duty to check such notice, advice or confirmation.

- (b) Where We receive any instructions via telephone, We shall not be obliged to act until its receipt of confirmation of such instructions in writing or such other form as may be acceptable to Us.
- (d) Any notice or communication to be given by You to Us must be in writing and delivered personally, or by post, facsimile or secured electronic mail to the address provided by Us on the Website from time to time. Such notice shall be deemed to have been received only upon actual receipt by Us.

F5. Changing your details

You must inform Us in writing immediately if:

- You change any particulars given to Us (including Your address and other contact details);
- You nominate a new bank account for the crediting of payments to be made to You;
- You alter Your regular investment details in respect of any of Your Easy Save Options;
- You change the details of any of Your regular cashback facilities; or
- There is any change to the information supplied to Us in relation to Your Account, Plans or investments.

F6 Insolvency or death

If We become aware of Your insolvency or in the case of an individual, Your demise, We will act as the law (including the applicable rules and regulations relating to the use of CPF monies) requires in respect of Your Account, assets in Your Account and in Your Cash Accounts.

F7 Data Protection

In order to carry out our business, process, administer and/or manage Your relationship and/or Account, We will have to collect, use and disclose Your Personal Data.

(a) Purpose

Such Personal Data will be collected, used, disclosed and/or processed by Us (or Aviva group of companies) for the following purposes:

- Administration of Your account, which may include but is not limited to:
 - Maintenance of Your Account;
 - Performing or updating transactions on Your Account;
 - Carrying out Your instructions or responding to Your enquiries.
- Dealing in any matters relating to Your Accounts (including the mailing or dispatch of correspondence and other documents to You, which may disclose certain of Your Personal Data on envelopes or packages);
- Managing Your relationship with Us;

- Compiling statistics or conducting research for company or industry exercises and studies to design, review or improve Our products or services;
- Compliance monitoring and audit reviews; due diligence checks, other screening activities and/or risk management procedures put in place by Us or the industry;
- Complying with applicable laws, regulations, rules, guidelines, schemes or directions imposed by any regulator, government body, statutory body, law enforcement agency or dispute resolution body;
- Providing general information on product enhancements and services which may be relevant to Your needs;
- Investigating fraud, misconduct, any unlawful action or omission, whether relating to Your Account, Your Transactions or any other matter relating to Your Account, and whether or not there is any suspicion of the aforementioned; and
- Archiving, backing-up or destroying Personal Data.

Some of these purposes may apply or continue to apply after Your relationship with Us has ended or any Account is no longer active.

(b) Disclosure

Your Personal Data will be disclosed by:

- Us to Aviva group of companies (whether in Singapore or elsewhere where such Aviva group of companies are sited) and between each of them; and/or
- Us (or Aviva group of companies) to third party service providers, suppliers, agents, distributors, fund managers or intermediaries, as and when relevant or necessary for the purposes as described above.

Without limiting the generality of the foregoing, We may also disclose Your Personal Data to the following parties for the following purposes:

- To Your broker, financial adviser or representatives (including any new intermediary appointed by You or Us) to service and administer Your Plan;
- To related companies for the processing and administration of Your Plan;
- To banks, CPF agent banks, credit card companies, other financial institutions, CPF Board or third party contractors for payment, collection or refund of any monies due or payable or upon their valid request;
- To third party vendors engaged by Us to perform processes required for the administration of Your Plan (e.g. data entry, printing and dispatch of documents, etc), for data analytics or to perform processes required to send material or messages to You, where applicable;
- To related companies or third party vendors engaged by Us to store and maintain Our data and documents (including storage for business recovery purposes);
- To any regulatory, government and statutory body to comply with applicable laws or regulations or upon their valid request; and
- To related company or regional office or head office to comply with company policies and procedures or upon their valid request.

Neither We nor any of Our officers, employees, agents or subcontractors shall be liable for any loss or damage which You or any user suffer as a result of disclosure of any Personal Data which You have given Us or Our officers, employees, agents or subcontractors consent to disclose.

(c) Consent

By applying to open an Account, You consent to Us and/or Aviva group of companies:

- Collecting, using, disclosing and/or processing Your Personal Data for the purposes described above; and

- Transferring Your Personal Data to Aviva group of companies, their third party providers, suppliers, agents, distributors, fund managers or intermediaries, whether located in Singapore or elsewhere, for the purposes described above.

Consequences of withdrawing consent to the collection, use and disclosure of Personal Data
You may withdraw Your consent for Us to collect, use or disclose Your Personal Data by giving Us reasonable notice so long as there are no legal or contractual restrictions preventing You from doing so (e.g. You may withdraw Your consent for Your Personal Data to be used for marketing purposes). This withdrawal will not affect Our ability to provide You with the products and services that You asked for or have with Us.

However, if You withdraw Your consent for Us to collect, use or disclose Your Personal Data, We will be unable to process, administer or manage Your relationship and Account. To proceed with such withdrawal, Your Account will be deemed terminated by You in accordance with section F9.

F8. Tax Compliance

You consent to the disclosure of Your Personal Data or information relating to Your Account to any governmental authority including the Inland Revenue of Singapore and the US Internal Revenue Services.

You will provide Us with such Personal Data and information as We may require from time to time to fulfill our contractual, legal or regulatory obligations. If You fail or refuse after a request is made, We may not be able to provide further services or assistance in respect of Your Account and We reserve Our right to cancel or terminate the Account without being liable to You.

You acknowledge that:

- You are solely responsible for understanding and complying with Your tax obligations (including but not limited to tax payment or filing of returns or other required documentation) relating to the payment of all relevant taxes in all jurisdictions in which those obligations arise, and relating to the Account or services provided by Us.
- Certain countries may have tax legislation with extra-territorial effect regardless of Your place of domicile, residence, citizenship or incorporation;
- We do not provide tax advice. You will seek independent legal and tax advice at Your own cost and expense;
- We have no responsibility in respect of Your tax obligations in any jurisdiction and shall not be liable in any respect for any adverse tax consequences You may suffer as a result of the Account; and
- If Your tax status changes to a United States tax status or You become a United States citizen or resident, You will notify Us within 30 days of the change.

F9. Termination of Your Account

- (a) The agreement constituted by these Terms and Conditions between You and Us in respect of Your Account will continue until it is terminated in accordance with these Terms and Conditions . We or You may terminate Your Account for any reason. We may terminate Your Account or any Plan under Your Account by giving You at least 30 days' written notice or any other period as may be stipulated by the relevant authorities or necessary to comply with any regulatory directive. You may terminate Your Account or any Plan under Your Account at any time by completing and sending the relevant Application Form to Us with instructions to dispose, sell or redeem all Your investments, withdraw all balances in all Cash Accounts (if any) and requesting for closure of Your Account or the relevant Plan under Your Account.

If Your Account or any Plan under Your Account is terminated, We:

- may finalize any incomplete aspects of Your instructions in respect of Your Account or the relevant Plan received up to and including the termination date;
 - may deduct from Your Cash Accounts the sum of any outstanding fees and charges in respect of Your Account or the relevant Plan;
 - reserve the right not to pay any interest that has been accrued and is payable if You choose to terminate Your Account or any Plan under Your Account before We distribute the interest into any of Your Cash Accounts;
 - reserve the right not to pay any income arising from Your investments which is below such minimum amount as We may determine in Our sole and absolute discretion from time to time, if You choose to terminate Your Account or any Plan under your Account before We receive such income;
 - may deduct any outstanding fees and charges owing to Us from the sale or redemption proceeds of Your investments in Your Account or the relevant Plan if there is insufficient cash standing in the relevant Cash Accounts to settle such outstanding fees and charges; or
 - may continue to charge Your Account or the relevant Plan with fees and charges for Transactions between the termination date and the date on which all assets in Your Account or the relevant Plan are disposed of or have been transferred in accordance with Your written instructions given separately to Us or in accordance with these Terms and Conditions .
- (b) We will follow Your written instructions on the disposal of Your investments in Your Account or the relevant Plan under Your Account. If We do not receive Your instructions concerning disposal of assets in Your Account or the relevant Plan , then We may transfer investments in Your Account or the relevant Plan under Your Account to You, or dispose or redeem the investments in Your Account, or the relevant Plan and pay the proceeds to You, without any liability to You for any loss whatsoever suffered that is attributable to such payments, transfers, sales or redemptions made by Us in good faith.
- (c) Either You or We may terminate a plan with no holdings or value immediately by notice without reason.

F10. Authorisations to CPF Board

(a) For CPF-OA monies

- You authorise Your CPF Agent Bank to debit or credit Your CPF Investment Account for the settlement of approved investments purchased, disposed or redeemed by You, in accordance with the sum of monies specified, including all fees, expenses and bank charges (if any), without needing additional signatures for each future purchase, disposal or redemption.
- You also authorise the CPF Board to withdraw from Your CPF-OA for the credit of Your CPF Investment Account the sum of monies specified by the CPF Investment Account, the CPF Agent Bank or Us or the amount determined by the CPF Board for the purchase of approved investments including fees, expenses or bank charges related to the investments and other charges of the CPF Agent Bank.
- You confirm that You have submitted a Standing Instruction to Your CPF Agent Bank. You acknowledge that if any Investment Application cannot be settled by Us for any reason, including Your Standing Instructions not being effective, data discrepancies or insufficient funds or investment holdings in the relevant CPF Accounts, Your Investment Application may be cancelled

at Our sole and absolute discretion. You agree to absolve Us from any liability arising from such cancellation. You also acknowledge that charges may be imposed by the CPF Agent Bank (as determined by the CPF Agent Bank) in relation to any Transaction.

(b) For CPF-SA monies

- You authorise the CPF Board to:
 - debit Your CPF-SA with the sum of monies specified by Us or the amount determined by the CPF Board for the purchase of approved investments including fees, expenses or bank charges related to such investments; and
 - credit Your CPF-SA with any income or proceeds arising from Your investments under the CPFIS that are received by Us and/or withdrawn, disposed or redeemed by You.
- You consent to the CPF Board's disclosure to Us of any information deemed appropriate by the CPF Board in connection with the Transactions being processed, and further authorise the CPF Board and its appointed agents to have access to and obtain (and authorise Us to release) any information regarding Your Account with Us.
- You agree to indemnify the CPF Board and shall keep the CPF Board indemnified against all actions, proceedings, liabilities, claims, damages, expenses or legal costs whatsoever arising out of or in connection with the CPF Board accepting and acting upon this authorisation.
- You acknowledge that in the event that any Investment Application cannot be settled by Us for any reason, including data discrepancies or insufficient funds or investment holdings in the relevant CPF accounts, Your Investment Application may be cancelled at Our sole and absolute discretion. You agree to absolve Us from any liability arising from such cancellation.

F11. Authorisations to SRS Operator

- (a) You authorise Your SRS Operator to:
- debit Your SRS Account with the sum of monies specified by Us for the settlement of Your indicated investments including fees, expenses or bank charges related to the investments and other approved bank charges under the SRS;
 - credit Your SRS Account with any income or proceeds arising from Your investments that are received by Us and/or withdrawn, disposed or redeemed by You; and
 - disclose to Us any information deemed appropriate by the SRS Operator in connection with the Transactions being processed.
- (b) You acknowledge that in the event that any Investment Application cannot be settled by Us for any reason, including data discrepancies or insufficient funds in Your SRS Account, Your Investment Application may be cancelled at Our sole and absolute discretion. You agree to absolve Us from any liability arising from such cancellation. You also acknowledge that charges may be imposed by the SRS Operator in relation to Transactions.

F12. Miscellaneous

- (a) We may modify these Terms and Conditions from time to time by giving You 30 days' notice (or such other period as may be stipulated or agreed by the relevant authorities or as may be necessary to give effect to any regulatory policies or statutory requirements), after which the revised Terms and Conditions will be binding on You. Your continued use of Your Account after such modification has come into effect shall be deemed to be Your agreement to these Terms and Conditions. You may obtain the latest version of these Terms and Conditions from Your Financial Adviser or the Website.

- (b) No failure, delay, relaxation or indulgence on Our part in exercising any power or right conferred upon it in these Terms and Conditions shall operate as a waiver of such power or right, nor shall any single exercise of any such power or right preclude any other or future exercise thereof, or the exercise of any other power or right under these Terms and Conditions .
- (c) Each of the provisions of these Terms and Conditions are separate and enforceable and, accordingly, if at any time any provision hereof is adjudged by any court of competent jurisdiction to be void and unenforceable, the validity, legality and enforceability of the remaining provisions of these Terms and Conditions shall not in any way be affected or impaired.
- (d) These Terms and Conditions shall be governed by and construed in accordance with Singapore law. You irrevocably submit to the non-exclusive jurisdiction of the Singapore courts.
- (e) A person who is not a party to these Terms has no right under the Singapore Contracts (Rights of Third Parties) Act (Cap 53B) to enforce any provision of these Terms and Conditions except that the Custodian or any entity appointed by Us or the Custodian to act as a nominee for Your investments shall be entitled to the benefit of the indemnities and exemptions from liability contained in these Terms and Conditions as if it had been a party to these Terms and Conditions.