

**For the Client's Attention :**

**PLEASE READ THE FOLLOWING CAREFULLY BEFORE REQUESTING  
FOR THE ONLINE GLOBAL TRADING FACILITY.**

You have requested for access to the Online Global Trading facility ("Facility"). Please note that your access to, reliance on and usage of the Facility shall be governed by the Terms and Conditions including but not limited to any amendments, deletions and variations thereafter, as set out below ("Terms and Conditions"). You are advised to read and understand the Terms and Conditions before proceeding to use the Facility. Your continued access, review or use of your Facility shall be deemed as your acceptance of the Terms and Conditions. Access to your Facility is strictly subject to your acceptance of the Terms and Conditions. Do not attempt to gain access to your Facility, if you do not agree to the Terms and Conditions.

**Terms & Conditions**

1. You understand and agree that the Facility is provided on an "AS IS" and "AS AVAILABLE" basis and that KIBB does not warrant that the Facility be free from error, delay, omission, failure or suitable for your use or purpose, that the content supplied as part of the Facility will be sequential, accurate, timely, complete or adequate.
2. KIBB does not guarantee the sequence, accuracy, completeness, usefulness, adequacy or timeliness of the Facility including any parts of the services which include certain data or information taken from or provided by third parties. KIBB may make use of third parties to provide services and/ or other services and KIBB shall not be held responsible or liable in any way in connection with the performance by third parties of any aspects of the service and/ or other services, content, data and information by third parties.
3. KIBB may use hyperlinks in connection with the services and you agree that KIBB does not have control over third party websites accessed through hyperlinks and that KIBB shall not be responsible or liable in any way to you as a result of your reliance of those third party websites.
4. KIBB hereby grants you a personal, limited, revocable, non-exclusive, non-transferable license to access and use the Facility, software and information. Your right to use the Facility, software and information is limited for the purposes of receiving and viewing information and transmitting orders for execution.
5. You accept and acknowledge the fact that all intellectual property rights (whether by way of copyright or otherwise) contained in this Facility remain solely and exclusively the property of KIBB, its licensors and/ or any third party licensors, vendors or their suppliers.
6. You further agree not to do anything that will violate or infringe the intellectual property rights of KIBB or any applicable third party and shall take all necessary steps to preserve such rights.
7. KIBB has obtained consent and license from relevant third party(ies) to use such intellectual property in a limited manner only and you are prohibited from copying, using, modifying, adapting, translating, decompiling, reverse engineering, disassembling, attempting to derive source code or any internal data pertaining to the Facility, unless expressly permitted KIBB.
8. The contents of the Facility are intended for your own personal non-commercial use only and you may only print, copy and download any information from the Facility for your own personal and non-commercial use only. The Facility, whether wholly or in part, may not be used for any non-personal or commercial purposes. KIBB strictly prohibits any alterations, copies made for commercial or non-personal purposes, distribution, transmission, display, reproduction, publishing of any part of the Facility in any manner whatsoever.
9. You also agree not to transmit through the Facility any materials which could reasonably be held to constitute or encourage conduct that would be considered a criminal offence, give rise to civil liability, or otherwise be contrary to the law of any country or other competent authority, or infringe the rights of any third party enforceable in any part of the world.
10. You will indemnify KIBB and hold KIBB harmless from and against any and all claims, losses, liabilities, costs and expenses (including but not limited to solicitors' fees on a full indemnity basis) arising or which may arise out of your breach or violation of the Terms and Conditions including but not limited to violation of any proprietary or intellectual property rights or the enforcement of any of the Terms and Conditions contained herein.