

Terms and Conditions for Complimentary SGX Market Data ("Terms and Conditions")

About

The Complimentary SGX Market Data ("the **Promotion**") is a promotion that offers complimentary Singapore Stock Exchange Real-Time Level 1 Market Data ("**SGX Market Data**") from 1 September 2022 until 31 July 2024 is now extended until 31 December 2025 both dates inclusive. ("**Extended Promotion Period**"). The Promotion is open to clients who maintained a trading account with non-ringgit securities trading facilities enabled ("**Cross Border Trading**") with CGS International Securities Sdn. Bhd. (formerly known as CGS-CIMB Securities Sdn. Bhd.) ("**CGS MY**") ("**Account**") (eligibility as defined below).

The Terms and Conditions of the Promotion during the Extended Promotion Period are as set out below.

Eligibility

1. Subject always to the terms and conditions contained herein, the Promotion is open to clients of CGS MY who maintained an Account with CGS MY and successfully subscribed to SGX Market Data in accordance with the clauses outlined in the Mechanics section below during the Extended Promotion Period. (each an Eligible Client and together, the "**Eligible Clients**").
2. Notwithstanding the above, CGS MY has full discretion to determine who shall be eligible to participate in the Promotion and CGS MY reserves the absolute right to reject any Eligible Client's participation in the Promotion for any reason whatsoever.

Mechanics

3. To be entitled for the Promotion, Eligible Clients shall subscribe to SGX Market Data on market data subscriptions page via CGS MY iTrade online trading web platform ("**iTrade Platform**") according to step-by-step guide on such page during the Extended Promotion Period.
4. Eligible Clients shall be entitled to enjoy the complimentary SGX Market Data throughout the Extended Promotion Period with only one-time subscription of SGX Market Data. For example, on 1 September 2024, Mr. A applies to subscribe SGX Market Data via iTrade Platform and the complimentary access to SGX Market Data shall start from 1 September 2024 and expires on 31 December 2025.
5. The complimentary access to SGX Market Data shall be halted automatically on last day of the Extended Promotion Period. To remain active subscription for SGX Market Data after the Extended Promotion Period, Eligible Clients shall perform new subscription of SGX Market Data after the Extended Promotion Period and subscription fee shall be applicable on such subscription.
6. Eligible Clients are not required to make any payment on subscription of SGX Market Data throughout the Extended Promotion Period. In the event of the Eligible Clients have made payment for such subscription for the Extended Promotion Period, a refund will be credited directly to Eligible Client's Account within 30 working days.
7. Notwithstanding the above, neither CGS MY shall be responsible for any delay in refund nor will there be any compensation payable for any such delays.

General Terms & Conditions

8. By participating in the Promotion, all Eligible Clients are deemed to have read, understood and agreed to be bound by these Terms & Conditions and the terms and conditions governing the Eligible Clients' respective Accounts with CGS MY, and agreed that any decisions of CGS MY in relation to every aspect of the Promotion, including the SGX Market Data to be offered and the determination of the Eligible Client, is final, binding and conclusive. No correspondence, queries, appeals or protests will be entertained. The SGX Market Data is not transferable or exchangeable for cash or credit or in kind whether in part or in full. CGS MY reserves the right, without prior notice or assigning any reason whatsoever, to substitute the SGX Market Data with other item(s) of the similar value.
9. The SGX Market Data may carry its own terms and conditions and these terms and conditions shall be applicable in addition to the terms and conditions contained within. To the fullest extent permitted by law, CGS MY expressly excludes and disclaims any representations, warranties, or endorsements, express or implied, written or oral, including but not limited to any warranty of quality, merchantability or fitness for a particular purpose in respect of the SGX Market Data. Further, no responsibilities are accepted for any additional expenses, omissions, delays, re-routing, or acts of any government or authority.
10. In no event will CGS MY be liable for any loss or damages (including without limitations, loss of income, profits or goodwill, direct or indirect, incidental consequential, exemplary, punitive or special damages or any party including third parties) howsoever arising whether in contract, tort, negligence or otherwise, in connection with the Promotion, even if CGS MY has been advised of the possibility of such damages in advance, and all such damages are expressly excluded.
11. CGS MY reserves the right, at its absolute discretion, to: -
 - a) extend, modify, shorten, discontinue, cancel, terminate or suspend the Promotion with or without any prior notice. For avoidance of doubt, any extension, modification, discontinuation, cancellation, termination or suspension of the Promotion shall not entitle any of the Eligible Clients to any claim for compensation against CGS MY or any losses or damages suffered or incurred by the Eligible Clients as a direct or indirect result of the act of extension, modification, discontinuation, cancellation, termination or suspension.
 - b) vary (whether by addition, deletion, modification, amendment or otherwise howsoever) (the "**Amendment**") any of the terms and conditions herein at any time. The Amendment shall be effected at CGS MY's absolute discretion through any one of the following means of communication, namely, by email to the Eligible Clients' last known email address maintained in CGS MY's records or via CGS MY's website at www.cgsi.com.my and the Amendment shall be deemed as binding on the Eligible Clients as from the date of notification of the Amendment or from such other date as may be specified by CGS MY.
12. These Terms and Conditions, as may be varied or amended from time to time pursuant to Clause 11, shall prevail over any provisions or representations contained in any other promotional materials advertising the Promotion.
13. The Promotion shall not be construed as an offer, recommendation or solicitation to buy or sell any securities or products. All Eligible Clients are advised to make their own independent evaluation and to consult their professional advisers before undertaking any transaction.
14. All other terms and conditions applicable to general trading in the Account shall continue to apply. Nothing herein shall affect CGS MY's general terms and conditions and/or the Account's terms and conditions to which the Eligible Clients have agreed to.

15. CGS MY will notify all Eligible Clients by telephone and/or email contact based on the information supplied by the Eligible Clients and maintained in CGS MY's records. Pursuant to the requirements the Personal Data Protection Act 2010, CGS MY is required to obtain Eligible Client's consent for the processing of Eligible Client's personal data. Therefore, the Eligible Client hereby consents to CGS MY's processing of the Eligible Client's personal data which the Eligible Client may provide to CGS MY now and from time to time in connection with their applications or participation in the Promotion. The Eligible Client hereby confirms that the Eligible Client has read, understood and agrees to be bound by the CGS MY Group Privacy Notice (which is available at <https://www.cgsi.com.my/en/privacy-policies>) ("**Privacy Notice**") and the clauses herein, as may relate to the processing of his or her personal information. For the avoidance of doubt, the Eligible Client agrees that the said Privacy Notice shall be deemed to be incorporated by reference into these terms and conditions.
16. The Terms and Conditions as set out above shall be governed by the laws of Malaysia. The Eligible Client agrees to submit to the exclusive jurisdiction of the Courts of Malaysia, but CGS MY will be at liberty to proceed against the Eligible Client in any court in any jurisdiction.