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In addition to the terms as set out herein, there may be separate terms and conditions that apply if you access other pages or follow links from this website ("Additional Terms and Conditions"). It is your responsibility to read and understand the Additional Terms and Conditions where applicable.

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### **4. Restrictions**

DNA Financial reserves the right to terminate your access to any or all of the website and/or online facilities at any time, without any notice, for any reason whatsoever. DNA Financial also reserves the right to disclose any information deemed necessary to comply with any applicable law, regulation or legal process, or to edit, remove, or refuse to post any information or materials at its sole discretion. DNA Financial neither warrants nor represents that your use of materials displayed on this website will not infringe rights of third parties. You are entirely responsible for maintaining the confidentiality of your own passwords and account details. You are also entirely responsible for any transactions or activities that occur under your account, regardless as to whether such transactions or activities were made with or without your knowledge or authority. DNA Financial shall not be liable for any damage, loss or other liability incurred by you arising from any transactions of any kind whatsoever resulting from the unauthorized use of accounts and passwords by any third parties. However, you may be held liable for any damage, loss or other liability incurred by DNA Financial for any wrongful use of your account and/or password. You shall report to DNA Financial immediately if you know or have reason to suspect that the security of your password and/or account may have been compromised or used by another person without authority.

## **5. Indemnity**

You agree to fully indemnify, defend and hold harmless DNA Financial from and against any and all damages, losses, liabilities, costs and expenses (including full legal costs on a solicitor client basis) suffered by DNA Financial arising from or in connection with: (i) your access to or use of this website and/or online facilities; (ii) any other party's access to or use of this website and/or online facilities using your account and/or password; (iii) your breach of any of these terms; or (iv) any other party's breach of any of these terms where such party was able to access or use this website and/or online facilities using your account and/or password.

## **6. Records of Transactions**

DNA Financial's own records of the transactions maintained through computer systems or otherwise shall be accepted as conclusive and binding for all purposes. Your use of your account and/or password to access or use this website and/or online facilities including access to your policy records and our online services will be recognized as your electronic signature and will be legally binding. You accept that electronic records will be admissible as primary evidence in any court of law and agree that you will not challenge or dispute the accuracy or authenticity of such records.

## **7. Communications**

All notices or other communications given by us to you if: a. sent by post or left at your last known address will be deemed to be received by you on the day following such posting or on the day when it was so left; or b. communicated through any print or electronic media as we may select will be deemed to be notified to you on the date of publication or broadcast.

## **8. No Waiver**

No failure or delay by DNA Financial in exercising or enforcing any right or option under these terms shall operate as a waiver of it or limit, prejudice or impair DNA Financial's right to take any action or to exercise any right against any person or render DNA Financial responsible for any loss or damage arising therefrom or in connection thereto.

## **9. Severability**

The invalidity, unlawfulness or unenforceability of any provision in these terms in any respect under applicable law shall not affect the validity, legality or enforceability of the remaining provisions hereof.

## **10. Jurisdictional Issues**

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## **11. Ownership of Information**

Any information, other than personal data, that you transmit to DNA Financial via this website, by electronic mail or otherwise, including data, questions, comments, or suggestions will be treated as non-confidential and non-proprietary and will become the property of DNA Financial. Such information, other than personal data, may be used by DNA Financial for any purpose, including, but not limited to, reproduction, solicitations, disclosure, transmission, publication, broadcast, and posting. DNA Financial is free to use any ideas, concepts, knowhow, or techniques contained in any communication you send to DNA Financial via this website or by any other means for any purpose whatsoever, including, but not limited to, developing and marketing products using such information. To the fullest extent permitted by applicable law, you waive all applicable rights you may have in any information (other than personal data) you transmit to DNA Financial via this website or otherwise. Any personal data submitted to us using this website will be subject to our Statement of Personal Data Protection. Your policy records are confidential and DNA Financial has taken steps to safeguard this confidentiality. However, your cooperation is required in order for the confidentiality of your policy records to be maintained. In particular, you are required to take the necessary precautionary measures to ensure that no unauthorised access is given to your policy records, your password and access to this website and/or online facilities. You must not allow anyone other than yourself access to these records. You agree to notify us immediately if you should suspect that your policy records have been accessed by an unauthorised person.

## **12. Intellectual Property**

All intellectual property rights (including trademarks, service marks, trade names, company names, logos, icons, slogans, copyrights, domain names, patents, design rights, utility models, database rights, knowhow, trade secrets and all other intellectual or industrial property rights including, where such rights are obtained or enhanced by registration, any registration of such rights (including the right to apply for such registrations) and applications therefor (including the right to claim priority)) relating to this website or the contents of this website are the property of, or licensed to, DNA Financial. Other than as expressly set out in these terms and except as permitted by applicable law, nothing contained on the website should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any of such intellectual property rights without the written express permission of DNA Financial or the relevant licensors or owners of such intellectual property rights. Your use of such intellectual property rights, or any other content on this website, except as provided herein, is strictly prohibited.

### **13. Security Reminder**

While there is inherent risk in transmission of information over the Internet, we have implemented measures to reduce these risks. In order to safeguard and protect your privacy, please use up to date internet browsers and operating systems which are updated with current security patches

### **14. Third Party Rights**

A person who has not agreed to be bound by these terms shall have no right under the Contracts (Rights of Third Parties) Act (Cap. 53B) to enforce any of the terms herein.

### **15. Governing Law and Jurisdiction**

These terms are governed by the laws of Singapore and the parties agree to submit to the exclusive jurisdiction of the courts of Singapore.

Date Last Updated: 17 June 2016