

## ACCESS TERMS - Smartkarma Plus (Online Subscription)

These Access Terms set out the terms and conditions pursuant to which an eligible Subscriber may register for and receive access to the Site and Services under a Smartkarma Plus Subscription. These Access Terms shall be read together with the Terms of Use, as available and updated on the Site from time to time, the general terms of which shall apply to the Smartkarma Plus Subscription unless expressly stated otherwise.

### 1. PRELIMINARY:

**1.1. Acceptance and Eligibility:** By registering for a Smartkarma Plus Subscription, the Subscriber agrees to these Access Terms (and any further terms referenced by them) and confirms that he or she meets the relevant eligibility criteria set out herein. For the avoidance of doubt, the Smartkarma Plus Subscription is strictly for private accredited investors and/or investment advisors or managers for private accredited investors. To qualify, eligible subscribers must be either:

- a. a private individual who qualifies as a certifiable accredited investor in the relevant jurisdiction(s); or
- b. a party licensed to provide investment advisory or management services for private accredited investors.

Any individual or party licensed to provide investment advisory or management services to or on behalf of institutional investors is not eligible for a Smartkarma Plus Subscription. Smartkarma retains full discretion to review, reject and/or terminate a Smartkarma Plus Subscription where the Subscriber does not, in Smartkarma's reasonable assessment, satisfy the stated eligibility criteria.

**1.2. Definitions:** Capitalised terms not otherwise defined in the body of these Access Terms shall have the following meaning:

**"Content"** means anything a User posts or otherwise makes available on the Site, including materials, articles, research, editorials, information, news, listings, data, input, text, audio, video, pictures, graphics, software, blog extracts, webcasts, podcasts, broadcasts, messages, comments, profile pages, suggestions, and ideas.

**"Fees"** means the fees payable for the Subscription.

**"Insight Provider"** refers to the third party content providers who write and publish Content on the Site.

**"Log-in"** refers to the username and password 'set' generated under the Subscription and allocated to the Subscriber for their sole use.

**"Services"** refers to the research content services provided to the Subscriber through the Site.

**"Subscriber"** means the individual registering for the Subscription.

**"Subscription"** refers to the subscription being purchased by the Subscriber online to access the Site and the Services, and specifically refers to the Smartkarma Plus Subscription.

**"Subscription Period"** or **"Term"** means the nominated length of the Subscription, which in the case of the Smartkarma Plus Subscription is monthly.



“**Site**” means the Smartkarma online platform accessed at [www.smartkarma.com](http://www.smartkarma.com).

“**User**” or “**Users**” refers to all third parties who use and access the Site, including any Subscriber under a Smartkarma Plus Subscription.

## **2. SUBSCRIPTION & SERVICES:**

**2.1. Term:** The Subscription commences on the date of purchase and shall continue for the Subscription Period (which shall be monthly, unless stated otherwise). Auto-renewal applies as the default setting, and the method of payment the Subscriber provides at the time of the Subscription shall be billed upon each monthly renewal unless and until the Subscriber cancels the Subscription prior to the end of the current Subscription Period.

**2.2. Licence for Services:** Smartkarma grants the Subscriber a non-exclusive, non-transferable, worldwide licence (“**Licence**”) to access and use the Site and Services in accordance with these Access Terms under the Subscription. All rights not expressly granted to the Subscriber under the Licence are reserved by Smartkarma. Further, the Licence granted to the Subscriber pursuant to these Access Terms is strictly personal to the Subscriber and will only permit access to the Site and use of the Services by that individual.

**2.3. Access:** In respect of the Subscriber’s access to the Site and use of the Services under the Subscription, the following provisions apply:

- a. the Log-in allocated to each Subscriber has an individual username and password, and these details must not be shared or used by any individual other than the Subscriber;
- b. unauthorised Site access or Log-in misuse may result in immediate suspension or termination of the Subscriber’s account or Subscription; and
- c. Subscriber shall notify Smartkarma promptly of any unauthorised access or misuse of the Subscriber’s Log-in by a third party.

**2.4. Limitations and Prohibited Uses:** Unless otherwise stipulated by Smartkarma, the following limitations and prohibitions apply to Subscriber’s access and use of the Content, Services and Site:

- a. Content is for visibility and use strictly by the nominated Subscriber;
- b. Subscriber’s use of the Site and Content must comply with all applicable laws, rules and regulations and must not be unlawful, fraudulent or misleading;
- c. Subscriber’s use of the Site and Content must not breach or be inconsistent with any third party’s intellectual property rights;
- d. Content may not be transferred, redistributed, resold, sublicensed, or otherwise used to create any derivative works or to commercially exploit the Content;
- e. Subscriber may not use any network monitoring or discovery software to determine the architecture of the Site or the Services, or to extract information about usage or individual identities;

- f. Subscriber may not use any robot, spider, other automatic software or device, or manual process to monitor or copy the Site, Services, or Content;
- g. Subscriber may not create Internet “links” to the Site or Services or “frame” or “mirror” any Content on any other server or wireless or Internet-based device;
- h. Subscriber may use the Site and Services and download Content strictly for his or her private and non-professional use and purposes, and only provided all Smartkarma and third party copyright and other proprietary notices contained on the Content are retained, and any other unauthorised or external commercial use is expressly prohibited by these Access Terms; and
- i. Subscriber may not use the Site or Services to: (i) send spam or otherwise unsolicited messages; (ii) send or store material containing software viruses or other harmful programs, or infringing, obscene or otherwise unlawful material; (iii) interfere with or disrupt the integrity or performance of the Site, Services, or Content; or (iv) attempt to gain unauthorised access to the Site, Services, or its related systems or networks.

### **3. FEES & PAYMENT:**

**3.1. Fees:** The Fees for the Subscription are in US dollars and set according to the nominated Subscription Period (which shall be monthly, unless stated otherwise). Smartkarma reserves the discretion to amend the Fees from time to time, in respect of which a minimum 30 days written notice shall be provided to Subscriber.

**3.2. Payment:** Payment of the Fees is due at the time of Subscription purchase and shall be payable and charged monthly on an auto-renewal basis. Under auto-renewal, the method of payment provided at the time of the Subscription shall be billed upon each renewal unless and until the Subscriber cancels the Subscription prior to the end of the current Subscription period.

### **4. INTELLECTUAL PROPERTY:**

**4.1 Acknowledgement:** Subscriber expressly acknowledges that:

- a. Content accessed under the Subscription, and contained within the Services or on the Site, is owned or licensed by Smartkarma, Insight Providers and/or other Users, and is protected by applicable copyrights, trademarks, service marks, and/or other intellectual property rights;
- b. all copyright and other intellectual property rights in the form, layout, symbols, templates and other guidance used in the Site to present and publish the Content belong to Smartkarma, and the Subscriber shall not acquire or claim any title to such rights under or by virtue of these Access Terms; and
- c. nothing contained on the Site should be construed as granting (by implication, estoppel, or otherwise) any licence or right to use any trademark or image displayed on the Site without the written permission of Smartkarma or the relevant third party.

### **5. BREACH:**

**5.1.** In the event of breach by the Subscriber or use of the Services or Site which Smartkarma reasonably believes will cause it liability, Smartkarma shall take action which includes the immediate, temporary or permanent deactivation of the Subscriber's account and/or the removal of any Content published by the Subscriber.

## **6. DISCLAIMERS:**

**6.1. Content Disclaimers:** Smartkarma does not review or exercise editorial control in respect of the Content. To the extent permissible by law, Smartkarma assumes no liability for the Content, including regarding accuracy or suitability for purpose. The Subscriber further acknowledges that the following disclaimers apply to Content and the Services:

- a. Content on the Site is of a general nature only and is not, and shall not be construed as or relied upon as professional, targeted financial or investment advice. Independent advice should be obtained before reliance is placed upon Content;
- b. Smartkarma is not a broker, securities dealer or financial adviser and Content will not, in any circumstances, be construed as, or be considered to form part of, any offer for sale, subscription, solicitation or invitation to buy or subscribe for any securities or financial products;
- c. remuneration payable to Insight Providers by Smartkarma shall in no way be construed as an endorsement or other positive evaluation of the Insight Provider or their published Content; and
- d. Smartkarma does not endorse or recommend, nor is an agent, reseller or distributor of, and has no control over, any third party products that may, from time to time, be promoted or discussed on the Site, or any third party links that may be displayed on the Site.

**6.2. Provided "As Is":** The Site, Services and the Content are provided "as is" and "as available". Notwithstanding commercially reasonable efforts to ensure a virus free environment, Smartkarma does not represent or warrant that the Site, Services or Content will be error-free or free of viruses.

## **7. LIMITATION OF LIABILITY:**

**7.1.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, SMARTKARMA (ITS SUBSIDIARIES, AFFILIATES, OFFICERS AND EMPLOYEES) SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, CONSEQUENTIAL (INCLUDING LOSS OF USE, DATA, BUSINESS OR PROFITS) DAMAGES ARISING OUT OF USE OR INABILITY TO USE THE SITE OR CONTENT ON THE SITE.

## **8. INDEMNITY:**



**8.1** Subscriber agrees to indemnify Smartkarma, its affiliates, officers and employees, against any loss, damage, claims or expenses (including reasonable legal fees) that arise from or relate to (i) Subscriber's use or misuse of the Site and/or Services; (ii) Subscriber's breach of these Access Terms; and/or (iii) Subscriber's infringement of any intellectual property or other third party rights in connection with the Content available on the Site.

## **9. MISCELLANEOUS:**

**9.1. Incorporated Terms:** These Access Terms reference and incorporate the [Terms of Use](#) and [Privacy Policy](#) as published and updated on the Site from time to time. For the avoidance of doubt, in the event of any inconsistency between the Terms of Use and these Access Terms, these Access Terms prevail. In all other respects, the Access Terms contain the entire agreement relating to the Subscription.

**9.2 Governing Law and Jurisdiction:** The Access Terms shall be governed by and construed in accordance with the law in force in Singapore and the parties hereby submit to the jurisdiction of the Singapore courts.