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## **Authorised Users and Authorised Use**

### **Authorised Users**

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The information contained in this Platform is not for distribution and does not constitute a distribution, an offer to sell or the solicitation of an offer to buy any capital markets products, financial instruments and/or products in any jurisdiction outside Singapore.

#### **Authorised Use - No investment recommendations or professional advice**

The information contained in this Platform does not constitute investment advice. An investment in products mentioned in this Platform may not be suitable for all investors and if you are unclear about any of the information on this Platform, please consult your financial adviser representative with Manulife (Singapore) Pte. Ltd. or Manulife Financial Advisers Pte. Ltd., and/or other professional advisers including your lawyers or tax advisers.

While certain tools available on the website may provide general investment or financial analyses based upon your personalised input, such results are purely for informational purposes only and should not be relied on as investment recommendations or financial advice. Manulife IM (Singapore) is not responsible for the provision of financial advice to you and you shall seek financial advice from your financial adviser based on your investment objectives and personal and financial situation in accordance with applicable laws and regulations.

#### **Availability of the Platform and Monitoring Use**

We may, from time to time and without giving any reason or prior notice, upgrade; modify; suspend; or discontinue the provision of or remove (whether in whole or in part) the Platform, and shall not be liable if any such upgrade, modification, suspension or removal prevents you from accessing and/or using any part of the Platform.

We reserve the right, but shall not be obliged to:

- monitor, screen or otherwise control any activity, content or material on the Platform. We may in our sole and absolute discretion, investigate any violation of the terms and conditions contained herein and may take any action we deem appropriate;
- prevent or restrict access of any Authorised User to the Platform;
- report any activity we suspect to be in violation of any applicable law, statute or regulation to the appropriate authorities and to co-operate with such authorities; and/or
- request any information and data from you in connection with your access to and/or use of the Platform at any time and to exercise our right under this clause if you refuse to divulge such information and/or data or if you provide or if we have reasonable grounds to suspect that you have provided inaccurate, misleading or fraudulent information and/or data.

## **Prohibited Uses, Means of Access and Password Protected Areas**

### **Prohibited Uses**

You agree to comply with any and all the guidelines, notices, operating rules and policies and instructions pertaining to the use and/or access of the Platform, as well as any amendments to the aforementioned, issued by us, from time to time. We reserve the right to revise these guidelines, notices, operating rules and policies and instructions at any time and you are deemed to be aware of and bound by any changes to the foregoing upon their publication on the Platform.

Unless otherwise permitted by Manulife IM (Singapore), you may use the Platform for personal use only, save that if you are a financial adviser representative of Manulife (Singapore) Pte. Ltd. or Manulife Financial Advisers Pte. Ltd., you may use the Platform to submit, for your client's approval, trade proposals for products available on this Platform, in connection with the financial advisory services rendered to such client. Such use by a financial adviser representative shall be strictly in accordance with these Terms of Use and any additional terms under the agreement between us and the financial adviser of which you are a representative.

Because all servers have limited capacity and are used by many people, you may not use the Platform in any manner that would damage or overburden any Manulife IM (Singapore) server, or any network connected to any Manulife IM (Singapore) server.

You agree and undertake NOT to:

- impersonate any person or entity or to falsely state or otherwise misrepresent your affiliation with any person or entity;
- use the Platform for illegal purposes;
- attempt to gain unauthorised access to or otherwise interfere or disrupt other computer systems or networks connected to the Platform;
- other than as expressly required by us, carry out any data mining, data compilation or data extraction (including of any personal data) for the purposes of statistical, trade or for other forms of analysis (and the development of derivative materials and works) on any aspect of our business processes or practices or in relation to the Platform;
- collect and/or retain any personal data that may be accessible through and in relation to the Platform;
- post, promote, transmit through or otherwise introduce to the Platform any information, graphics, photographs, data and/or any other material that:
  - contains any computer virus or other invasive or damaging code, program or macro;
  - infringes any third-party intellectual property rights or any other proprietary rights;
  - is defamatory, libellous or threatening;
  - is obscene, pornographic, indecent, counterfeited, fraudulent, stolen, harmful or otherwise illegal under the applicable law (including without limitation the provisions of the Singapore Broadcasting Authority (Class Licence) Notification); and/or
  - is or may be construed as offensive and/or otherwise objectionable, in our sole opinion;
- interfere with another party's utilisation and enjoyment of any of the Platform;
- use or upload, in any way, any software or material that contains, or which you have reason to suspect that contains, viruses, damaging components, malicious code or harmful components which may impair or corrupt the Platform's data or damage or interfere with the operation of another party's computer or mobile device; and

- use any of the Platform other than in conformance with the acceptable use policies of any connected computer networks, any applicable Internet standards and any other applicable laws, or view, listen to, download, print or use the Platform other than as allowed under applicable laws.

### **Password Protected Areas**

Access to and use of password-protected and/or secure areas of the Platform are restricted to persons to whom an account for access to and use of the password-protected and/or secure areas of the Platform is allocated by us, through any sign-up procedure we may prescribe from time to time ("**Authorised Users**"). You may not obtain or attempt to obtain unauthorised access to such parts of our Platform, or to any other protected materials or information, through any means not intentionally made available by us for your specific use. Unauthorised individuals attempting to access, or actually accessing, these areas may be subject to criminal and/or civil prosecution.

If you are an Authorised User, you shall access the password-protected and/or secure areas of the Platform in accordance with the terms of such access as set out in the relevant agreement you have entered into with us for the access to and/or use of your Manulife Investments iFunds Singapore Account and the services therein.

### **Collection of Personal Data**

Manulife IM (Singapore) may also through this Platform collect personal data ("**PI Information**") including the IP address of your personal computer; the country you are from and certain personal details (e.g. age, name etc.).

We may also use software tools or 'cookies' to gather information about your browsing activities. The information collected (which may also comprise PI Information) may be used for statistical and evaluation purposes and may be processed by us, our agents or any other third party which provide services to Manulife IM (Singapore).

Manulife IM (Singapore) is fully committed to protecting the privacy interests of individuals who provide us with information about themselves. In doing so, we instruct our staff to comply with strict internal standards of security and confidentiality. You consent to the collection, use and disclosure of any PI Information relating to you in accordance with our [Privacy Policy](#) and [Cookies Policy](#) – please refer to the hyperlinks for further information on our handling and use of such PI Information.

### **Content and Downloading Disclaimers**

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Any risk of misunderstanding, error, loss, damage or expense resulting from the use of the Platform is entirely yours, and we shall not be liable therefor.

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For informational or educational purposes, or as a service and convenience to you, this Platform may provide referral information, third party content or live links to a regulatory agency, non-profit organisation, or other unaffiliated third party and their websites, including companies that have a relationship with Manulife IM (Singapore).

Our decision to provide referral information to a third party or to pass on an offer made by a third party vendor or to provide a link from our Platform to a third party website is not an endorsement of the third party, their products or services, or their website accessed through any such links. We are not responsible for the opinions, ideas, products, information, or services offered at such sites. While we would generally only provide such information from, or links to, sources considered reliable, we do not conduct independent investigations and accordingly we make no representations or warranties, express

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Although third party content may be displayed, framed-in or provided in a pop-up box on the Platform, or available through a live link from our Platform to a third party website, Manulife IM (Singapore) does not prepare, edit, guarantee or endorse, approve, recommend or introduce any third party content. By clicking on a link from our Platform to any third party website, you will leave this Platform (even if, for your convenience, a second browser window is opened). When viewing third party content through such a link, keep in mind that the third party's website terms and conditions, privacy and security policies, or other legal information may be different from those of Manulife IM (Singapore)'s Platform. We are not liable for any errors, omissions, delays, defamation, libel, slander, falsehood, obscenity, pornography, profanity, inaccuracy or any other objectionable material contained in the contents, or any direct or indirect technical or system issues, consequences, or damages arising from your use of any third party website or information provided by third party. We do not warrant that such site or content is free from any claims of copyright, trademark, or other infringement of the rights of third parties or that such site or content is devoid of viruses or other contamination. Your access, use and reliance upon such content, products or services is at your own risk.

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We may provide, facilitate or require, through the Platform, access to or use of websites, software or services of third parties ("**Third Party Materials**"). Such access or use may be subject to additional terms and conditions imposed by third parties (the "**Third Party Terms**"). It is your responsibility to ensure compliance with any applicable Third Party Terms and you are deemed to have notice of the same.

You acknowledge and agree that:

- we make no representations or warranties as to having reviewed or verified the relevance, timelines, accuracy, adequacy, commercial value, completeness or reliability of any Third Party Materials;
- any provision, facilitation or requirement, by us through the Platform, of access to or use of any Third Party Materials is not and does not imply, an endorsement by, association or affiliation with us or verification by us of Third Party Materials;
- Third Party Materials are not under our control, and we are not liable for any errors, omissions, delays, defamation, libel, slander, falsehood, obscenity, pornography, profanity, inaccuracy or any other objectionable material contained in the contents, or the consequences of accessing, any Third Party Materials (including where such Third Party Materials are hyperlinked on the Platform); and
- your access to, use of and/or reliance on any Third Party Materials is solely at your own risk and we shall under no circumstances be responsible or liable for any losses arising out of, or in connection with, such access, use and/or reliance.

### **Limitation of Liability on System and Transmission over the Internet**

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Notwithstanding any other provision of these Terms of Use, Manulife IM (Singapore)'s maximum cumulative liability to you or any other party for any losses under, arising out of or relating to the use of and/or access to the Platform by any person will not exceed S\$10,000.

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Units in collective investment schemes mentioned on this Platform may only be bought and sold on the terms set out in the relevant offering documents (including the prospectus, product highlight sheet and information memorandum, as applicable), your agreement with Manulife IM (Singapore) governing the use of your Manulife Investments iFunds Singapore Account and any additional terms and conditions that may be notified to you via the Platform. Investments in emerging markets and smaller companies may involve a higher degree of risk and are usually more sensitive to price movements. Past performance of a collective investment scheme is not necessarily indicative of the future performance of the collective investment scheme and investors should be aware that the value of units and the distributions from them may fall as well as rise and they may not get back the full amount invested. Exchange rates may also cause the value of the underlying overseas investments to go up or down.

The above description is not exhaustive and users should not rely solely on the information displayed in this Platform for investment decisions and should read the offering documents (including the prospectus, product highlight sheet and information memorandum, as applicable) for details, including the risk factors, charges and features of the products and services. Investors should consult their own financial adviser representative with Manulife (Singapore) Pte. Ltd. or Manulife Financial Advisers Pte. Ltd., and/or other professional advisers on the implications of making an investment in, holding or disposing of any units mentioned herein and the receipt of distributions with respect to such units.

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The Platform may contain Content posted, emailed or otherwise submitted by you and/or, in the case of the Platform, by other users of the Platform (“**User Content**”). Manulife IM (Singapore) has the right to access and examine any User Content and may in its absolute discretion move, remove or disable access to User Content or cause the same to be done. You grant Manulife IM (Singapore) a perpetual, irrevocable, royalty free licence to use, reproduce, modify, adapt, publish, translate, incorporate in other works, distribute and display any information posted, emailed or otherwise submitted by you, in whole or in part. Manulife IM (Singapore) and our service providers are entitled and authorised to host,



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### **Computer Equipment, Browser Access and Internet Services**

You are responsible for obtaining, installing, maintaining and operating all software, hardware or other equipment (collectively, “**System**”) necessary for you to access and use and access this Platform. This responsibility includes, without limitation, utilising up to date web browsers and the best commercially available encryption, antivirus, anti-spyware, and internet security software. You are additionally responsible for obtaining internet services via the internet service provider of your choice, for any and all fees imposed by such internet service provider and any associated communications service provider charges. You acknowledge that there are certain security, corruption, transmission error, and access availability risks associated with using open networks such as the internet and you hereby expressly assume such risks, including, but not limited to those we may disclose in our materials. You acknowledge that you are responsible for the data security of the Systems used to access this Platform, and for the transmission and receipt of information using such Systems. You acknowledge that you have requested access to the Platform for your convenience, have made your own independent assessment of the adequacy of the internet and Systems and that you are satisfied with that assessment. Manulife IM (Singapore) is not responsible for any errors or problems that arise from the malfunction or failure of the internet or your Systems nor are we responsible for notifying you of any upgrades, fixes, or enhancements to, or for providing technical or other support for your Systems. Although we may provide a link to a third party site where you may download software, we make no endorsement of any specific software, hardware or internet service provider and your use of any such software, hardware or service may also be subject to the license or other agreements of that provider, in addition to these Terms of Use.

### **Indemnification**

As a condition of your use of this Platform, you agree to fully indemnify and hold Manulife IM (Singapore) and its third party providers harmless for any and all claims, demands, suits, actions, costs, losses, liabilities and expenses (including but not limited to attorney's fees and disbursements) arising from any use of this Platform or your violation of these Terms of Use.

### **Feedback or Complaints Handling**

For issues relating to financial advice provided by your financial adviser representative from Manulife (Singapore) Pte. Ltd. or Manulife Financial Advisers Pte. Ltd., please contact:

- For Manulife (Singapore) Pte. Ltd.: <https://www.manulife.com.sg/en/complaint-handling-resolution-process.html>
- For Manulife Financial Advisers Pte. Ltd.: <https://manulife.com.sg/complaints-handling.html>

If you would like to leave a feedback or suggestion regarding your experience with us, please email us at [SGP\\_iFUNDS@manulife.com](mailto:SGP_iFUNDS@manulife.com).

If you would like to lodge a complaint, please write to us via email or mail with your name, account number (if applicable), contact information, details of your complaint and supporting documents (if any):

- Email to [SGP\\_iFUNDS@manulife.com](mailto:SGP_iFUNDS@manulife.com); or

- Mail to Manulife Investment Management (Singapore) Pte. Ltd., 8 Cross Street, #16-01, Manulife Tower, Singapore 048424

### **For further advice and assistance**

You may seek further advice and assistance from the Financial Industry Disputes Resolution Centre Ltd (“**FIDReC**”), if you’re not satisfied with the outcome or handling of your complaint.

FIDReC is an independent and impartial institution specialising in the resolution of disputes between financial institutions and consumers, and you may contact them via email at [info@fidrec.com.sg](mailto:info@fidrec.com.sg) or call (65) 6327 8878. For more information on FIDReC, please visit [www.fidrec.com.sg](http://www.fidrec.com.sg).

If you have any further enquiries on our complaint resolution process, please email us at [SGP\\_iFUNDS@manulifeam.com](mailto:SGP_iFUNDS@manulifeam.com).

### **Termination**

These Terms of Use will remain in effect for so long as you are an Authorised User or you use or access this Platform.

In our sole and absolute discretion, we may at any time with immediate effect upon giving notice, terminate these Terms of Use, terminate your access and use of the Platform and/or disable your username and password, without liability to you whatsoever, for any reason whatsoever (including your breach of any of these Terms of Use), or where if we believe that you have violated or acted inconsistently with any terms or conditions set out herein, or if in our opinion or the opinion of any regulatory authority, it is not suitable to continue providing the Platform.

Upon any termination of these Terms of Use:

- all rights and/or licenses granted to you under these Terms of Use shall immediately cease and terminate;
- you must immediately cease, and we are entitled to immediately discontinue or terminate, your account; your Security Codes and your use of the Platform; and
- provisions of these Terms of Use which are expressly stated to, or by their nature are intended to survive termination of these Terms of Use, will continue to apply in accordance with their terms.

### **Governing Law**

These Terms of Use and your use of the Platform shall be governed in all respects by the laws of Singapore, and you hereby submit to the exclusive jurisdiction of the Singapore courts.

You shall comply with all laws, rules and regulations by any governmental authority or agency which govern or apply to the operation and use of this Platform. These Terms of Use enure to the benefit of Manulife IM (Singapore), its successors and assigns. You may not assign these Terms of Use. No waiver to these Terms of Use shall be effective unless agreed in writing by Manulife IM (Singapore). All rights not expressly granted herein are reserved by Manulife IM (Singapore).

### **Rights of Third Parties**

A person or entity who is not a party to these Terms of Use shall have no right under the Contracts (Rights of Third Parties) Act 2001 of Singapore or other similar laws to enforce any of these terms, regardless of whether such person or entity has been identified by name, as a member of a class or as answering a particular description. For the avoidance of doubt, nothing in this clause shall affect the rights of any permitted assignee or transferee of these Terms of Use.

### **Binding and Conclusive**

You acknowledge and agree that any records (including records of any telephone conversations relating to the Platform, if any) maintained by us or our service providers relating to or in connection with the Platform shall be binding and conclusive on you for all purposes whatsoever and shall be conclusive evidence of any information and/or data transmitted between us and you. You hereby agree that all such records are admissible in evidence and that you shall not challenge or dispute the admissibility, reliability, accuracy or the authenticity of such records merely on the basis that such records are in electronic form or are the output of a computer system, and you hereby waive any of your rights, if any, to so object.

### **Languages**

In case of discrepancies between the English and other language versions (if any) of these Terms of Use and this Platform, the English version shall prevail.