

## **LTS T&C (Onscreen) – E-Statements & E-Contracts**

### **Terms & Conditions for Lim & Tan's Electronic Statements Services ("ESS T&C")**

The following Terms and Conditions shall govern the relationship between Lim & Tan Securities Pte Ltd ("LTS") and its clients relating to the access of contracts and statements through the LTS website, www.limtan.com.sg, upon logging in to the client's online trading account (known as the "ESS").

1. The ESS T&C herein shall be in addition to, and not in substitution of, the Terms And Conditions Governing Securities Trading Accounts and any express terms in writing previously agreed with LTS.
2. The Client understands and acknowledges that access to the ESS may not be free from delay, fault, failure, error or defects.
3. The Client is and shall be the sole, authorised and exclusive person using the ESS and shall be solely responsible for ensuring that there is no unauthorised access. The Client accepts full responsibility for the use, and necessary security measures and precaution to ensure that the User ID and Password to the LTS Online Trading System is not accessed by any unauthorized party.
4. The Client acknowledge that LTS will cease to provide the contracts and statements in paper format once the ESS is provided to the Client.
5. The Client acknowledge that the Electronic Contract Statements serve as tax invoices to be given by CDP and LTS to the Client.
6. The Client assures and undertakes to LTS that the Client will forthwith notify LTS in writing of any change to the electronic address to which notification is sent.
7. The Client acknowledge that LTS reserves the exclusive right to amend or modify the conditions for access to the ESS or suspend or terminate the access to the ESS for any reason whatsoever at any time and in any manner it deems fit without giving any prior notice and without being responsible in any way for any loss or damage resulting therefrom.
8. The Client understand and acknowledge that in the event the ESS is terminated, LTS shall revert to sending the contracts and statements in paper format to the last mailing address in LTS' records.
9. The Client understand and acknowledge that he shall download and save or print the statements for subsequent reference where necessary.
10. Without prejudice to the generality of the preceding clauses and in addition to the same, the Client agree and acknowledge that LTS shall not be liable for any loss, damage, expense, liability, cost or claim whatsoever and howsoever caused by or arising from (including any act or default or omission of any person(s)), including but not limited to the following:
  - a. any delay, fault, failure or error in any notification that the Electronic Statements and/or Contracts are available for access;
  - b. any unauthorized access to the ESS;
  - c. any failure, downtime, crash, breakdown or malfunction of, or defects, bugs or glitches in relation to the ESS;
  - d. any delay, fault, failure, error in relation to the ESS or loss of access to or unavailability of the ESS; and

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- e. any telecommunication or interconnection defects, faults or problems, system crashes, software errors or defects, operator errors or sabotage.