

## TERMS OF USE COMPREHENSIVE FINANCIAL PLANNING

These terms form the agreement between you and us in relation to our Comprehensive Financial Planning Service. In these terms, unless the context requires otherwise, “we”, “us”, “our” and “MoneyOwl” refers to Moneyowl Private Limited. “You” and “your” refers to any individual and/or organisation who contract with us for the service.

1. Your use of our Comprehensive Financial Planning Service is subject to you fulfilling the following criteria:

- (a) you have read and accepted these terms, our platform Terms Of Use, and our Terms And Conditions & Privacy Policy;
- (b) you have paid and we have received the stipulated fees; and
- (c) such other criteria as we may determine and inform to you from time to time.

### 2. BASIS OF ADVICE AND IMPLEMENTATION

- 2.1. As part of the Comprehensive Financial Planning Service, MoneyOwl agrees to study and analyse your financial situation based on the information provided by you, and provide you with a Comprehensive Financial Plan.
- 2.2. You agree to provide fully and accurately all information requested by MoneyOwl in order that appropriate planning strategies, adequate measures, and realistic outcomes are proposed for your implementation.
- 2.3. You may but are not obligated to retain MoneyOwl to implement the recommendations proposed in your Comprehensive Financial Plan. If you retain MoneyOwl to carry out any implementation of your Comprehensive Financial Plan, separate terms will apply.

### 3. CONFIDENTIALITY

- 3.1. MoneyOwl agrees to treat all information furnished by you in strict confidence. MoneyOwl agrees not to voluntarily disclose such confidential information without your prior consent unless, (a) required to provide the services that you require of us, (b) required by law, court order or governmental agency, (c) such information becomes publicly available or known other than as a result of actions of MoneyOwl.
- 3.2. If you retain MoneyOwl to implement any financial plan, you agree that MoneyOwl may provide your information (including your Comprehensive Financial Plan) to the professional adviser(s) retained by you or by MoneyOwl to assist in implementing your financial plan.

### 4. SCOPE OF SERVICES

- 4.1. As part of the Comprehensive Financial Planning Service, MoneyOwl agrees to perform the following:
  - (a) **Define** roles and responsibilities in MoneyOwl and your relationship.
  - (b) **Obtain** information on your financial situation and future goals and objectives.
  - (c) **Analyse** your financial circumstances for strengths and weaknesses.
  - (d) **Propose** recommendations to achieve your stated goals and objectives.

- (e) **Implement** recommendations agreed by you.
- (f) **Update** your strategy to accommodate changes.
- (g) **Produce** your Comprehensive Financial Plan for your retention.

4.2. In order for MoneyOwl to provide the Comprehensive Financial Planning Service and provide your Comprehensive Financial Plan, you agree to perform the following:

- (a) **Co-operate** fully with MoneyOwl's attempt at fact finding for stated intent.
- (b) **Assist** actively in obtaining for MoneyOwl any necessary information from third parties.
- (c) **Inform** MoneyOwl promptly of any changes in your personal financial situation.

## 5. FEES

5.1. The prevailing fees for the Comprehensive Financial Planning Service are stipulated on our platforms. The fees are payable prior to our rendering of services. Any fees paid to us are non-refundable. Goods and Services Tax (GST) at the prevailing rate is payable and will be charged together with our fees. We are a GST Registered Business in Singapore with GST Registration Number 201820691C.

5.2. MoneyOwl may receive commissions or other financial benefits from third parties through the implementation, wholly or in parts, of the proposed recommendations contained in your Comprehensive Financial Plan. You are not entitled to such commissions or benefits, and the fees chargeable for our services may not be reduced or waived on account of such commissions or benefits.

## 6. DISCLOSURES

MoneyOwl hereby discloses that:

- (a) Our Client Advisers will be guided, where applicable by the code of ethics, professional responsibilities, best practices as issued by the Monetary Authority of Singapore (MAS) and the Financial Planning Association of Singapore (FPAS);
- (b) We are licensed by the Monetary Authority of Singapore (MAS) as a financial adviser and fund management company. Capital Markets Services Licence No: CMS100758. For more information visit <https://www.moneyowl.com.sg/disclosures>;
- (c) Our Comprehensive Financial Planning Service practice is supported by our established business networks comprising of strategic alliances with reputable establishments providing specialised services and products including providing other financial and non-financial related services, like legal advisory services. Where appropriate, you may retain such parties to carry out services for you, subject to separate terms that you may agree with these parties.
- (d) If you require advisory service in disciplines which are not within the scope of work or services offered by MoneyOwl, you may also be referred to MoneyOwl's network of introducers, which you may engage subject to separate terms that you may agree with them.

## 7. CLIENT'S RISKS

7.1. The Comprehensive Financial Planning Service and Comprehensive Financial Plan provided to you, relies and are dependent upon on data, information or advice, which are publicly available or provided by third parties. While MoneyOwl seeks to rely on sources of information that it has

reviewed and found to be accurate, reliable and valuable, MoneyOwl cannot guarantee and is not responsible or liable for the accuracy, reliability, timeliness or value of such data, information or advice.

- 7.2. The Comprehensive Financial Planning Service and Comprehensive Financial Plan provided to you, relies and are dependent on assumptions regarding the economic, investment, social and political environment. These assumptions are impossible to predict or forecast, and are determined by MoneyOwl based on historic performance data, past experiences, current situations, and future projections and expectations.
- 7.3. The Comprehensive Financial Planning Service and Comprehensive Financial Plan provided to you, relies and are dependent on information that you provide to MoneyOwl. MoneyOwl cannot guarantee and is not responsible or liable for incomplete or inaccurate information that you provide, or to verify the information you provide.
- 7.4. MoneyOwl cannot guarantee the result of any recommendation, advice or financial plan provided in your Comprehensive Financial Plan or the achievement of financial goals through the implementation of such plan. To the maximum extent permitted by law, MoneyOwl, our business partners, and respective officers, employees, agents, shall not be responsible, liable or to reimburse you for, any damage or loss of any kind, or any direct, consequential, incidental, special or indirect damages, costs or claims of any nature whatsoever, arising out of or relating to: (a) your use, access or reliance on the Comprehensive Financial Planning Service and Comprehensive Financial Plan provided to you, and any advice or recommendation given by MoneyOwl; or (b) the outcome of any advice, recommendations and financial plans, including those proposed in your Comprehensive Financial Plan, regardless of the form of action whether in contract, tort (including negligence), or otherwise, even if we have been advised of the possibility of such damages.
- 7.5. In consulting MoneyOwl or relying upon the Comprehensive Financial Planning Service and Comprehensive Financial Plan for your investment decisions, you acknowledge and agree that such investment decisions are made at your own risk, which can result in loss of your investment capital and/or tax benefits and/or result in you incurring losses.
- 7.6. You acknowledge that recommendations proposed in your Comprehensive Financial Plan are customized specifically for your present situation and future goals and are not suitable for any other individuals. MoneyOwl shall not be responsible or liable for any adverse outcome if your Comprehensive Financial Plan is adopted, wholly or in part, by any other individuals.
- 7.7. You acknowledge that if third parties are engaged to implement the recommendations proposed in your Comprehensive Financial Plan, MoneyOwl shall not be responsible for the competence, integrity, advice and actions of such third parties, and their consequential outcomes.
- 7.8. The recommendations proposed in your Comprehensive Financial Plan are based on your investment objectives, financial situation, particular needs and situation at the particular point of time when the information is collected for preparing the plan. The recommendations may not remain suitable or relevant, and a review of your Comprehensive Financial Plan should be conducted annually or whenever there is a change in your objectives, personal or financial circumstances.

## **8. GENERAL**

- 8.1. You may not assign your rights or obligations under these terms. We may assign our rights or obligations under these terms to any third party at any time without your consent or notice to you.
- 8.2. These terms shall be construed and governed by the laws of Singapore and the parties hereto agree to submit any or claim or dispute relating to these terms, the Comprehensive Financial Planning Service and Comprehensive Financial Plan, to the exclusive jurisdiction of the Courts of Singapore. Any claim you may have against us must be commenced within one (1) year from the claim arising.
- 8.3. If any of the provisions of the terms of use becomes invalid, illegal or unenforceable in any respect under any law, that provision will be deemed severable from these terms , and the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.
- 8.4. We may amend these terms from time to time. Amendments shall take effect from the date the amended terms are published on our platforms. The terms applicable to the Comprehensive Financial Planning Service provided to you are the terms in effect when you fulfil the criteria for and use the Comprehensive Financial Planning Service.
- 8.5. These terms constitute the entire agreement between you and us relating to the subject matter herein and supersede any and all prior or contemporaneous written or oral representations (including information found on our platforms). Our failure to insist upon or enforce strict performance of any provision of these terms shall not be construed as a waiver of any provision or right. A person who is not a party to these terms shall have no right under the Contracts (Rights of Third Parties) Act (Cap. 53B) to enforce these terms.

## **9. TAX RISK**

It is important that you understand the tax implications prior to implementing any advice, recommendations and financial plans in your Comprehensive Financial Plan. Different transactions may also have different tax implications. We do not advise on tax matters, risks and implications, you should consult your tax adviser to obtain independent tax advice and to understand the relevant tax considerations.

10. **You represent and warrant that you are not an undischarged bankrupt and have not committed any act of bankruptcy within the past 12 months and no bankruptcy order has been made against you or is pending against you during that period. You acknowledge and agree that you are responsible for our own tax affairs and declare that you are not under investigation for, and have not committed or been convicted of any tax crimes. You agree for us to obtain information immediately from you for the purpose of our compliance with applicable laws and regulations (including the MAS Notices and Guidelines on Prevention of Money Laundering and Countering the Financing of Terrorism). If any information that you have provided to us is found to be false or misleading, we may reject any of your application and/or instructions and immediately terminate our services to you, including but not limited to, any transactional-related activities. In the event of such rejection or termination, any fees already paid will not be refundable.**

**YOU SHALL BE TAKEN TO HAVE ACCEPTED THESE TERMS BY ACKNOWLEDGING AND**

PROCEEDING. IF YOU DO NOT AGREE WITH OR ACCEPT THESE TERMS, PLEASE DO NOT PROCEED FURTHER.