

GeTS SERVICES GENERAL TERMS AND CONDITIONS

These General Terms and Conditions (hereinafter referred to as "General T&Cs") shall govern the use of the services offered by GeTS (as defined below). These General T&Cs contain terms and conditions that are of general application to most of GeTS' service offerings, and some of the terms below may not be applicable to you. The specific service requested by you may be subject to additional terms and conditions (hereinafter referred to as "Specific Terms") that are either set out in the Application Form or on the website mentioned in the Application Form. The General T&Cs and the Specific Terms together, shall be referred to as "Agreement".

Unless explicitly stated otherwise, any new feature or features that augment or enhance the current services, including the release of or migration to new services, shall be subject to this Agreement.

By completing and submitting the Application Form for use of the Service or by using or otherwise accessing the Service, the Subscriber represents that it has read this Agreement and agrees to be bound by it.

1. Terminology

In this Agreement, the following words and expressions have the meanings assigned to them except where the context otherwise requires:

- (i) **"Addressee"** of a Data Message or an Electronic Record means a person who is intended by the Originator to receive the Data Message or Electronic Record, but does not include an intermediary like GeTS who sends, receives, stores or provides other service with respect to the Data Message or Electronic Record on behalf of the Originator or Addressee;
- (ii) **"GeTS"** is a reference to the GeTS entity whose name appears on the Application Form;
- (iii) **"Data Message"** means information generated, sent, received or stored by electronic, optical or similar means, including but not limited to electronic data interchange (EDI), electronic mail, telegram, telex or telecopy;
- (iv) **"Digital Signature"** means data in electronic form in, affixed to, or logically associated with, a Data Message or an Electronic Record, which may be used to identify the signatory in relation to the Data Message or Electronic Record and indicate the signatory's approval of the information contained therein; and a reference to **"Digitally Sign"** shall be construed accordingly;
- (v) **"Electronic Record"** means a record generated in digital form by an Information System, which can be:
 - (a) transmitted from an Information System or from one Information System to another;
 - and
 - (b) stored in an Information System or other medium;
- (vi) **"Information System"** means a system for generating, sending, receiving, storing or otherwise processing Data Messages or Electronic Records;

- (vii) **"Services"** means the service requested for by the Subscriber and provided by GeTS to the Subscriber upon acceptance of the Subscriber's application therefor;
- (viii) **"Originator"** of a Data Message or an Electronic Record means a person by whom, or on whose behalf, the Data Message or Electronic Record purports to have been sent or generated prior to storage, if any, but does not include an intermediary like GeTS who sends, receives, stores or provides other services with respect to the Data Message or Electronic Record on behalf of the Originator or Addressee;
- (ix) **"Subscriber"** or **"you"** means the party identified on the Application Form whose application is approved and accepted by GeTS;
- (x) **"Service Provider"** means the content or service provider (other than GeTS) to which on-line access is provided to the Subscriber via the Website or Services, including without limitation, banks, regulatory bodies, certification authorities, etc.;
- (xi) **"Website" or "Websites"** refers to the location of the webpages on the internet over which the Subscriber may assess for the purpose of using the Services and which are specifically described in the Application Form, and includes such other uniform resource locators as may be provided or substituted by GeTS from time to time.

2. Registration

2.1 In order to use the Services, you will need to become a Subscriber by:

- (i) submitting the relevant properly completed application form ("**Application Form**"), which may be requested from GeTS, downloaded from GeTS' website or an online form;
- (ii) providing to GeTS all ancillary information that GeTS may require, including but not limited to information on every end user being granted access to and use of the Services; and
- (iii) paying all applicable fees.

Upon completion of the above and acceptance by GeTS, GeTS will issue to you passwords and user identification tokens to use the Services. For the avoidance of doubt, GeTS reserves the sole right not to accept any Application Form at its sole discretion.

2.2 This Agreement shall commence on the date of GeTS' acceptance of your application for use of the Services and shall remain in force unless earlier terminated in accordance with the terms and conditions herein.

3. Amendments to Terms and Conditions

3.1 GeTS reserves the right to amend the terms and conditions of this Agreement from time to time. Such amendments will be effective after thirty (30) days have passed from the date of posting on the Website or at <http://globletrade.services>. **IT IS THE SUBSCRIBER'S RESPONSIBILITY TO CHECK THE WEBSITE FROM TIME TO TIME FOR AMENDMENTS TO THIS AGREEMENT. BY USING OR CONTINUING TO USE THE SERVICES AT ANY TIME AFTER THIRTY (30) DAYS HAVE PASSED FROM THE DATE ANY AMENDMENTS ARE POSTED ON THE WEBSITE OR AT <http://globletrade.services>, YOU REPRESENT THAT YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT AS AMENDED.**

4. Scope of Services

- 4.1 Subject to the acceptance of the properly completed Application Form by GeTS and GeTS' receipt of all applicable fees payable by the Subscriber, GeTS will provide the Subscriber the Services, provided always that GeTS reserves the right to modify, enhance, withdraw or suspend the Services, or any part thereof, at any time. GeTS will advise the Subscriber of the changes thirty (30) days in advance where the changes will, in GeTS' opinion, significantly alter the Services.
- 4.2 GeTS may provide such training, technical support or professional, archival or other ancillary services (collectively "Other Services") to the Subscriber as GeTS may decide or agree from time to time. GeTS will inform the Subscriber of the nature of and conditions (including but not limited to any applicable charges) pertaining to such Other Services. GeTS reserves the right to change the scope or conditions of such Other Services at its sole discretion and will notify the Subscriber of such revision, either in electronic or written form or by posting on the Website.
- 4.3 The Services will be made available during such hours as may be notified by GeTS to the Subscriber. GeTS reserves the right to alter or extend the service hours from time to time and at any time.
- 4.4 Access to and use of a Service Provider's services and facilities by the Subscriber may require the approval of the Service Provider. The Service Provider may impose its own terms and conditions and charges for access to and use of its services. The Subscriber is responsible for ensuring that it has obtained all necessary approvals, consents and permissions for access to and use of a Service Provider's services and facilities.

5. Subscriber Responsibilities

- 5.1 The Subscriber shall obtain, install and maintain such suitable equipment, software, and communication means as may be required to make connection to the World Wide Web and to use the Services, including a computer and modem, telecommunication facilities or other access devices, and other ancillary equipment.
- 5.2 The Subscriber is responsible for the confidentiality of the password(s) associated with the account and each of user identification token (s) assigned by GeTS upon registration of the Subscriber for the Services. The Subscriber shall ensure control of the password(s) and user identification token (s) for authorised usage of the Services. Unless the contrary is proved, all communications and activities occurring under or referable to the Subscriber's user account, user identification token (s) or password shall be deemed to have been validly issued or authorised by the Subscriber. The Subscriber shall be liable for all costs, fees, and expenses arising from any communication and activity occurring under or referable to the Subscriber's user account, user identification token(s) or password.
- 5.3 The Subscriber agrees that access to and usage of the Services is for its own internal business purposes only. The Subscriber shall use the Services solely in the capacity of an end-user, and shall not, without GeTS' prior written approval, reproduce, duplicate, copy, sell, resell, or exploit any portion of the Services, information obtained through the Services, or use or access to the Services. The Subscriber shall not use the Services for the benefit of others and in particular, shall not provide outsourcing or service bureau-like services, without GeTS' express prior written permission. For the avoidance of doubt, the provision of the aforementioned shall not be considered as the Subscriber's "own internal business purposes".

- 5.4 The Subscriber warrants and represents that the Subscriber, its nominees and/or users are duly authorised to upload, submit, transmit or otherwise deal with all content, information and data provided by the Subscriber, and that all such content, information and data provided is true, accurate, current and complete.
- 5.5 The Subscriber shall not and agrees not to, whether directly or indirectly, submit, upload or transfer any unauthorised files, codes (including but not limited to viruses), documents and information, in the course of using the Services or through the Services.
- 5.6 The Subscriber undertakes not to use the Services for or to carry out any activity that may be prohibited under the Governing Law as stated in Clause 11 herein or under any other applicable law.
- 5.7 The Subscriber hereby authorises GeTS to deal with any data or information submitted by or to the Subscriber, in any manner, as GeTS deems necessary to carry out the Services.
- 5.8 The Subscriber agrees to render all reasonable assistance to GeTS, as GeTS may request from time to time.
- 5.9 The Subscriber agrees to at all times indemnify and hold harmless GeTS and its officers, employees and agents ("**those indemnified**") from and against any loss (including reasonable legal costs and expenses) or liability reasonably incurred or suffered by any of those indemnified arising from:
- (a) a breach by the Subscriber or its employees, agents or contractors of the terms of this Agreement; or
 - (b) any wilful, unlawful or negligent act or omission on the part of the Subscriber or its employees, agents or contractors.
- 5.10 You shall provide to GeTS the Subscriber's contact details (e.g. address, telephone number, fax number, e-mail) and promptly inform GeTS of any changes to your contact details found in the Application Form as soon as those changes occur. Where GeTS is to send any notification to the Subscriber under this Agreement, GeTS shall use reasonable efforts to send such notifications to the Subscriber's contact details which GeTS has on its records. GeTS shall not be liable if the Subscriber cannot be contacted through any one of the contact details after two (2) attempts made within a two (2) week period.

6. Data Messages and Electronic Records

- 6.1 The Subscriber agrees that all Data Messages and Electronic Records to be sent through the Services will comply with all applicable legal requirements and such message requirements as GeTS may prescribe from time to time.
- 6.2 Unless otherwise specified by GeTS, the dispatch of a Data Message is for all purposes deemed to have occurred when the Data Message enters an Information System outside the control of the Originator or of any person who sent the data message on behalf of the Originator.
- 6.3 Unless otherwise specified by GeTS, the receipt of a Data Message is for all purposes deemed to have occurred when the Data Message enters an Information System or an electronic mailbox or similar system of the Addressee.
- 6.4 GeTS will not be responsible for any loss, damage or trouble resulting from or in connection with disputes (i) between the Subscriber and a Service Provider or (ii) between a Subscriber and another Subscriber relating to the dispatch or receipt of

Data Messages or Electronic Records.

- 6.5 Unless otherwise specified by GeTS, a Data Message or an Electronic Record is deemed to be dispatched at the place where the Originator has his place of business, and is deemed to be received at the place where the Addressee has his place of business. For the purpose of this paragraph:-
- (i) If the Originator or the Addressee has more than one place of business, the place of business is that which has the closest relationship to the underlying transaction or, where there is no underlying transaction, the principal place of business; or
 - (ii) If the Originator or the Addressee does not have a place of business, reference is to be made to the habitual residence of the Originator or the Addressee.
- 6.6 If the Subscriber receives any Data Messages or Electronic Records addressed to another Subscriber or a third party which was wrongfully forwarded to him, he shall:-
- (i) notify, and return the Data Messages or Electronic Records to, the Originator through GeTS as soon as possible;
 - (ii) destroy all copies of the Data Messages or Electronic Records afterwards and keep the contents of the Data Message confidential.
- 6.7 The Subscriber acknowledges that GeTS has access to and processes the data or information addressed to or received by the Subscriber, and further agrees that:
- (i) the Information System used by GeTS may be a virtual or cloud based system which may be located and/or managed outside of the country where the Subscriber is resident or domiciled; and
 - (ii) the data or information which passes through the GeTS Information System may be monitored and analysed by GeTS, and GeTS may utilise the results for its business purposes, subject to the following safeguards. GeTS will at all times:-
 - (a) not disclose any specific Data Message or Electronic Record; and
 - (b) only use data or information that has been aggregated.

7. Writing and Signature Requirements

- 7.1 The Subscriber agrees that, to the maximum extent permissible by law:-
- (i) a Data Message or an Electronic Record made and presented in accordance with GeTS' specified message requirements and procedures will in any event and for all purposes be treated and deemed the same as a document in writing with the same content.
 - (ii) a Data Message or an Electronic Record with a Digital Signature made in accordance with GeTS' message requirements and procedures will in any event and for all purposes be treated and deemed the same as a document in writing physically signed by the party who made the Digital Signature with the same content.
 - (iii) a Data Message or an Electronic Record, whether Digitally Signed or not, sent

to or communicated with the Addressee through GeTS' Services will in any event and for all purposes be treated and deemed to have been physically delivered and communicated with the Addressee.

- 7.2 The Subscriber shall inform other relevant Subscribers through GeTS if the Subscriber is aware of any prohibition or restriction by the laws of any relevant jurisdiction, or any inconsistency with such laws, relating to any of the provisions specified in this Agreement or any contents of a Data Message or Electronic Record sent or received by it.
- 7.3 Upon the reasonable request of GeTS, for the purpose of any dispute resolution proceedings of whatever nature, the Subscriber shall do such necessary acts to perfect and give effect to the Data Messages or Electronic Records, whether digitally signed or not, including but not limited to reducing the contents thereof in writing and physically signing the written records so reduced, to certify and confirm that the original Data Message or Electronic Record was validly signed [and given].
- 7.4 The Subscriber shall not challenge, and hereby waives all its rights (if any) to challenge, the validity or enforceability of any Data Messages, Electronic Records, or agreements or transactions concluded completely or partially through it on the grounds that they were in electronic form, sent electronically and/or the signature appended is only a Digital Signature.
- 7.5 Where the parties so agree, GeTS shall retain the Subscriber's digital signature certificate and shall be authorised by the Subscriber to Digitally Sign the Subscriber's Digital Signature on the Subscriber's behalf to such electronic documents as may be authorised by the Subscriber. The Subscriber hereby indemnifies GeTS against any action or liability that may arise from GeTS' retention of the Subscriber's digital signature certificate and GeTS' authorised use of the Subscriber's Digital Signature.

8. Intellectual Property Rights

- 8.1 All IP conceived, developed, comprising, embodied in, or practiced in connection with the Website and the Services, including all text, graphics, logos, icons, trade marks, service marks, domain names, video and sound recordings, data compilations, computer programs and computer code, are owned by GeTS or its licensors and shall not be reproduced, modified, adapted, distributed, published, displayed, uploaded, broadcast, posted, transmitted or hyperlinked in any manner and in any form without the prior written approval of GeTS or its licensors. The Subscriber acknowledges and agrees that Subscriber has no right, title or interest in or to the Website or the Services and will not challenge the ownership or right of GeTS or its licensors thereto.
- 8.2 "IP" means any ideas, data, inventions, discoveries, developments, enhancements, works of authorship, computer programs, databases and technical, business and other information, and any property rights protected under the patent, copyright, mask work rights, trade secret, trademark or other intellectual property or moral rights laws of any state or national government, including all rights under any registrations issued now or in the future by any governmental authority with respect to the same, and all rights under any pending applications for registration filed now or in the future, in any part of the world.
- 8.3 Subject to the provisions of clause 8.1 above and the Subscriber's full compliance with the provisions of this Agreement, GeTS shall, for the duration where the Subscriber is a valid and authorised user of the Services, grant to Subscriber a limited, non-exclusive, non-transferable and non-sub-licensable licence to access and use, through its Users, the Websites and/or the Services.

8.4 Unless otherwise agreed to in writing by GeTS, you shall not:

- (i) combine, merge, subsume or otherwise, whether directly or indirectly, incorporate or permit to be incorporated the whole or any part of the Services or GeTS' IP into another program or service;
- (ii) decompile, permit to decompile or assist others to decompile the software or any part thereof used by GeTS to provide the Services;
- (iii) create, cause to be created or permit to be created any derivative works based on any of GeTS' IP.

9. Terms of Payment

9.1 In consideration of the provision of the Services by GeTS, the Subscriber agrees as follows:

- (i) The Subscriber shall make payment to GeTS of all applicable charges ("Charges") for the use of the Services, including but not limited to related technical support, in accordance with GeTS' rates and fees, as may be amended from time to time by GeTS. Notification of new rates and fees will be either posted on the Website or sent to the Subscriber via electronic or written means. Payment of Charges shall be in accordance with such payment modes as GeTS may prescribe from time to time. Payments by the Subscriber to GeTS shall be the full amount billed and free of any withholding or deduction of any nature whatsoever, including without limitation, deductions for bank charges, official fees, taxes or any other expense or charge incurred by the Subscriber.
- (ii) GeTS shall be entitled to request for a sum of money ("Advance Deposit") from the Subscriber to be placed on deposit with GeTS for the duration of this Agreement. The minimum amount for such Advance Deposit shall be as determined by GeTS from time to time in its sole discretion. GeTS shall be entitled to and the Subscriber hereby authorizes GeTS to deduct such monies from the Advance Deposit as shall be due and outstanding from time to time. Should such Advance Deposit fall below the specified minimum amount, the Subscriber shall top up the difference as soon as possible and in any case within two (2) weeks of notification by GeTS.
- (iii) If the Subscriber has submitted an authorisation form allowing for direct debit from a bank account designated by the Subscriber ("Designated Account"), GeTS shall be entitled to and the Subscriber hereby authorises GeTS to debit directly, without any notice, the Charges and other monies due to GeTS from the Subscriber's Designated Account.
- (iv) If collection of payment through direct debit is unsuccessful or if payment is not received by GeTS (whichever is the case), late payment interest will be imposed as provided in this Clause 9.1. The Subscriber will be informed of the unsuccessful collection or non-payment and requested to make available the funds and/or make any other arrangement deemed necessary with the bank within a specified time period ("Payment Period"). In direct debit cases, the Subscriber shall inform GeTS when they have completed the arrangement with the bank.
- (v) If GeTS does not receive any payment or notification as aforesaid from the Subscriber within the Payment Period or where the Advance Deposit is not topped up within the prescribed period, GeTS may in its absolute discretion

suspend the Services provided to the Subscriber. If GeTS still does not receive any said payment or notification from the Subscriber or is unable to contact the Subscriber at his last known contact details within one (1) week from the Payment Period, GeTS shall be entitled to terminate this Agreement forthwith and the Subscriber will be de-registered as an authorised user of the Services. The above shall be without prejudice to the rights of GeTS in respect of the non-payment of the Charges and interest accrued thereon due from the Subscriber.

- (vi) The Subscriber shall notify GeTS of any discrepancies in the amounts charged within thirty (30) days of notification of any payable Charges, failing which the amount charged shall be deemed correct and the Subscriber shall not be entitled to dispute the same or bring any action or proceedings against GeTS in respect thereof.
- (vii) GeTS may impose a late payment interest of 13 per month or S\$5.00 per failed cycle of direct debit whichever is higher, on Charges that are unsuccessfully collected or outstanding from the due collection/payment date until actual collection/payment date.
- (viii) In direct debit cases, the Subscriber will bear all charges imposed by the relevant bank, including but not limited to charges in relation to maintenance of the Subscriber's account, all debits of payment (whether successful or unsuccessful), or overdrawn account. The Subscriber will also bear all charges incurred by GeTS in connection with the unsuccessful debit of payment from the Subscriber's bank account.
- (ix) The Subscriber shall be responsible for the printing of its bills which are made possible electronically as part of the Services. GeTS will not be sending invoices to the Subscriber for the Charges incurred in the use of the Services. Bills for ancillary services such as the Other Services will be rendered by GeTS on a case by case basis and payment terms will be as stated in each bill.
- (x) All costs incurred by GeTS in its efforts to recover any unpaid Charges from the Subscriber (including any legal costs), shall be borne by and be recoverable from the Subscriber on a full indemnity basis.

10. Disclaimer of Warranties And Limitation of Liability

- 10.1 The Services and all ancillary services (including but not limited to training and technical support) are provided on an "as is" and "as available" basis. GeTS disclaims all warranties or conditions of any kind, to the extent permitted by law, whether express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement.
- 10.2 GeTS does not warrant that the Websites and Services will meet Subscriber's requirements or that the Websites and Services will be uninterrupted, timely, secure or error-free. GeTS does not warrant the security of any information transmitted over the Internet as no data transmission over the Internet can be guaranteed to be totally secure. Accordingly, any document or information which is transmitted by the Subscriber, whether to GeTS or to any other party, is transmitted at Subscriber's own risk and the Subscriber hereby assumes such risks.
- 10.3 GeTS is not responsible for the availability, content or security of external websites or websites (whether belonging to Service Providers or otherwise) which may be linked or integrated with the Websites. GeTS undertakes no liability, whether in contract, tort or otherwise for the acts, neglects and omissions of the Service Providers or other third

parties, including without limitation third party providers of telecommunication, computer or internet services or for faults in or failures of their apparatus, equipment or systems.

- 10.4 GeTS shall not be liable to the Subscriber or any other party for any damages, loss, penalties, costs or expense suffered by the Subscriber or any other party as a result of:
- (i) an action brought by a third party even if such loss was reasonably foreseeable or GeTS has been advised of the possibility of the Subscriber or any other party suffering or incurring the same;
 - (ii) the reliance on or use of any data, information, content or matter provided by the Service Provider via the Services or the accuracy, correctness or completeness thereof;
 - (iii) any errors, interruptions or other occurrence whatsoever arising out of any form of communications or other facilities not provided by GeTS;
 - (iv) any data or other information input, sent or received by or to the Subscriber or through the Services;
 - (v) any occurrence not due to GeTS' direct default.
- 10.5 In no event shall GeTS be liable for any loss of business, profit, goodwill or any type of special, indirect or consequential loss.
- 10.6 The Subscriber shall indemnify and keep GeTS harmless against any damage or claim by any parties which may arise out of this Agreement and agree to notify such parties in writing that GeTS shall have no liability to them. In the event any claim is made by such parties against GeTS, the Subscriber shall take all steps to enforce its rights including but not limited to the institution of legal proceedings, if necessary, against such parties to restrain them from bringing such claims against GeTS.
- 10.7 GeTS shall not be responsible for any dealings (i) between the Subscriber and the Service Providers, (ii) between the Subscriber and another Subscriber, and/or (iii) between the Subscriber and any other party, whether or not such dealings are facilitated through the use of the Services.
- 10.8 The Subscriber agrees that it shall not bring any claims, actions or proceedings whatsoever against the Service Providers in respect of any damages, loss, cost and expense arising from the use or reliance on the data, information, content or matter provided by the Service Providers via the Website or Services.
- 10.9 GeTS shall have no liability to the Subscriber for any loss, damage, cost or expense arising from or in connection with this Agreement unless the Subscriber shall have served notice on GeTS within one (1) year from the date the event giving rise to the cause of action arose.
- 10.10 Neither party shall be responsible for failure to perform or fulfil its commitments under this Agreement if such failure is due to any other circumstances outside its control. Such circumstances comprise, but are not confined to, acts of God, war, riots and sabotage.
- 10.11 GeTS shall not be held responsible for any failure to meet its obligations under this Agreement to the extent that such failure is attributable to the effects of any computer virus.

- 10.12 In any event, the liability of GeTS for loss, damage, cost or expense to the Subscriber, for any cause whatsoever and regardless of the form of action, whether in contract or in tort including negligence or otherwise, shall not exceed a total of the last three (3) months' payments by the Subscriber to GeTS.

11. Governing Law

- 11.1 This Agreement shall be governed by and construed in accordance with the laws of Singapore. The parties agree to submit to the exclusive jurisdiction of the courts of the Republic of Singapore.
- 11.2 Recognizing the global nature of the Internet, the Subscriber agrees to comply with all local rules regarding online conduct, acceptable content and use of the Websites and the Services.

12. Termination of Access

- 12.1 Either party may terminate this Agreement by thirty (30) days' prior written notice to the other party.
- 12.2 Upon termination, the Subscriber, its nominees and users shall immediately cease to use or access the Services.
- 12.3 Notwithstanding the foregoing, GeTS may cease immediately to provide the Services and to terminate this Agreement forthwith if (i) the Subscriber goes into liquidation or bankruptcy; or (ii) if the Subscriber breaches or fails to conform to any obligation in accordance with this Agreement; or (iii) as provided under Clause 9.1(v) of this Agreement.
- 12.4 Clauses 5.9, 8, 10, 11, 12.4 and 13.1 shall survive the termination of this Agreement.

13. General

- 13.1 The Subscriber shall not, in any litigation proceeding, challenge the admissibility as evidence or the accuracy of a data log or electronic record provided by GeTS in whatever form it may be presented unless the error is due to GeTS' omission.
- 13.2 Nothing in this Agreement shall constitute or be deemed to constitute a partnership between GeTS and any Subscriber or Service Provider, nor constitute the appointment of GeTS as agent of any Subscriber or Service Provider.
- 13.3 A waiver of breach or default under this Agreement by GeTS must be in writing and shall not be a waiver of any other or subsequent default. Failure or delay by GeTS to enforce compliance with any term or condition of this Agreement shall not constitute a waiver of such term or condition.
- 13.4 If any terms and conditions are held to be invalid, unenforceable or illegal for any reason, the remaining terms and conditions will nevertheless continue in full force.
- 13.5 The Subscriber shall not assign this Agreement or any part thereof without the prior written consent of GeTS. At any time but only upon providing you with prior notice, GeTS may assign or transfer this Agreement or its rights or obligations hereunder to another member of the GeTS group of companies or any other party whom GeTS reasonably believes is capable of providing the Services.

- 13.6 When dealing with GeTS, the Subscriber shall be deemed to have consented to the collection, use and disclosure of personal data in accordance with the Privacy Policy which can be found at <http://globaletrade.services>. When you deal with a Service Provider, you shall be deemed to have consented to the collection, use and disclosure of personal data in accordance with the policies / terms of the Service Provider and you acknowledge that under those circumstances, GeTS is not involved in or liable for the collection, use and disclosure of personal data to the Service Provider.
- 13.7 These General T&Cs and the Specific Terms constitute the entire agreement between GeTS and the Subscriber relating to the Services. This Agreement shall supersede all proposals, prior agreements, oral or written, and all other communications between the parties relating to the subject matter of this Agreement.
- 13.8 A person who is not a party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act (Chapter 53B) to enforce any of the provisions of this Agreement.

14. Country-unique Terms

- 14.1 For Subscriber whose Application Form was submitted to and approved by the GeTS entity specified below, the following terms replace or modify the referenced terms in this Agreement. Terms that are not changed by these amendments remain unchanged and in effect.
- (i) GeTS eTrade (Canada) Inc.,
11. Governing Law
- 11.1 This Agreement shall be governed by and construed in accordance with the laws of Canada. The parties agree to submit to the exclusive jurisdiction of the courts of Canada.