

PHILLIP NOVA TERMS AND CONDITIONS

INSTRUCTIONS

1. For recommended system requirements, please refer to the Platform section in www.phillipfutures.com.sg for more details.
2. If you encounter any platform issue, please feel free to contact us at (65) 6538 0500 (Marketing Desk), (65) 6531 1788 (IT Support Desk) or email us at futures_techsupp@phillip.com.sg.
3. For dealing matters, please call our dealing desk at (65) 6535 1155

GENERAL TERMS AND CONDITIONS

1. These terms and conditions do not supersede any previous conditions, understandings, commitments or obligations, as stated in the Customer Trading Agreement. If any part of these terms and conditions become invalid, illegal or unenforceable in any respect under any law the legality, validity and enforceability of the remaining provisions shall not in any way be affected or impaired.
2. Except to the extent required by law, Phillip Futures Pte Ltd ("Phillip Futures") and its affiliates does not make any representation or warranty, expressed or implied, regarding the fitness of the Electronic Broking Facilities or their content for any particular purpose, or that will be compatible with the files on the Customer's browser and/or operating system, or that is free of viruses, errors or other harmful components or that defects in them will be corrected.
3. Without prejudice to any rights you may have at law which cannot legally be excluded or restricted, in no event will Phillip Futures or any affiliated company be liable for any damages which arise out of the use or inability to use the Electronic Broking Facilities in contract, in tort (including negligence) or otherwise (including, without limitation, damages for loss of business profits, business interruptions, loss of business information or data, loss of goodwill, special, indirect or consequential or other pecuniary loss or a third part claim), even if Phillip Futures or any affiliated company has been advised of the possibility of such damages.
4. Phillip Futures will not be liable for claims arising from the use of all order types and/or any loss occurred from system outages. You are reminded that if you undertake transactions on an electronic trading system, you will be exposed to risks associated with the system including the failure of hardware and software. The result of any system failure may be that your order is either not executed according to your instructions or is not executed at all. Phillip Futures shall not be liable for any losses arising out of any form of system failure or other unforeseen circumstances (e.g. power failure, terrorist acts, bombs, virus attacks, system bugs, etc) that will cause our server to malfunction.
5. In the event that you call in to cancel, amend or check your order, no warranties or claims arising from the cancellation / amendment of orders via call-in shall be entertained.
6. You acknowledge that you understand the risk associated with using the server based price triggered STOP orders. You are strongly advised to check the status of such orders after the close of the respective market(s), and you assume the responsibility of checking that the order is properly triggered.
7. Phillip Futures or the Customer may terminate the use of the Electronic Broking Facilities by giving written notification to the other party.
8. You may not alter, modify or support, copy or otherwise reproduce, reverse engineer, decompile or disassemble the Electronic Broking Facilities or any related documentation issued by Phillip Futures.
9. The Electronic Broking Facilities and any related documentation issued by Phillip Futures or any affiliated company and remains owned by or licensed to Phillip Futures and are protected by US copyright laws and international treaty provisions. All rights are reserved by Phillip Futures and its affiliated companies.
10. Market conditions or operations of the rules of certain markets may increase risk of loss by market conditions making it difficult or impossible to effect transactions or liquidate or offset positions. If you have positions, this may increase the risk of loss.
11. Phillip Futures reserves the rights to terminate trading system access or disable exchange access if there is no trading activity or abuse of such system as determined solely by Phillip Futures.
12. Phillip Futures reserves the rights to impose charges from time-to-time for the access to any exchanges.
13. You acknowledge that executed price from "Market Order" function may differ from your point of entry price due to liquidity depth and volatility of market at the instance of execution.

14. You acknowledge that the status for all working orders could be unknown when the trading platform experiences major outage and that you should contact the Dealing Desk for confirmation regarding the status of your working orders.
15. Access to exchanges may be deactivated from your trading platform if there is no trading activity for that particular exchange for the previous 2 calendar months.
16. All working orders have to be cancelled for switching of trading platform.
17. Usage of Mobile trading app and/or any Web Terminal to perform transactions or access services provided by Phillip Futures may incur data download cost from your mobile service provider. A suitable mobile data package plan is strongly recommended to minimise unnecessary costs from your service provider. Trading in mobile devices and web based terminal is subjected to network connectivity in the vicinity. Phillip Futures is not liable for any delay or price error in your trade execution due to network latencies. You are advised to check with the helpdesk/dealing desk for the status of order should there be uncertainties.
18. All trading platforms are supplied "as is". Neither Phillip Futures nor any affiliated company gives any warranties in relation to the trading platforms and all conditions and warranties, expressed or implied, statutory or otherwise, including but not limited to any implied warranties of merchantability and fitness for a particular purpose, are explicitly excluded. Phillip Futures and its affiliates expressly **do not warrant** that the trading platforms, in whole or in part, will be error free or will operate without interruption. No warranty is given that the trading platform will be compatible with any hardware or software.
19. You understand and consent to your email address provided to Phillip Futures, to be used by Phillip Futures in any manner permissible by law for the purpose of facilitating your access to any of our trading platforms and/or services. Should you withdraw or decline to provide the aforementioned consent, you accept and agree that your access to our trading platforms and/or services may be compromised.
20. Phillip Futures may at any time revise any Terms and Conditions ("T&C") related to trading platform and/or trading access. Please always refer to www.phillipfutures.com.sg for the latest T&C or you may contact us at (65) 6538 0500 to enquire.

USAGE OF PHILLIP NOVA

1. Your username will be sent to your registered email address. To activate the login, click on the URL in the email to go to Phillip Nova login page and use the 'Forgot Password' function to set a password. Your login will be activated once password has been set successfully.
2. You will need to set a password which meets at least 3 of the following criteria:
 - a. English upper case characters (A...Z)
 - b. English lower case characters (a...z)
 - c. Numeric character (0...9)
 - d. Non-alphanumeric characters (eg. !, @, #, \$, %, ^, &, ?, *, etc)
3. After setting of password, a message will confirm that your password is set. You will be prompted to log in with your new password.
4. Password expires after 90 days.
5. Phillip Futures will not be liable for claims arising from the use of all orders types available in the platform.
6. Open Position price and last price indicated on Position tab are indicative only. For full details of the trades, please refer to the statement sent on the following day.
7. For those ICE exchanges contracts which trading hour ends at 7am Singapore time, the day orders not done by 6.10am will be flushed out from the system. The removal of such orders will be 1 hour earlier during US Daylight Savings period.
8. Phillip Nova can be access via any HTML5 supported web browser.