

# **TERMS AND CONDITIONS OF USE**

## **1 TERMS AND CONDITIONS OF USE OF WEB-SITE (CALLED THE “SERVICES”)**

- 1.1 Please read these terms and conditions carefully before accessing or using this Service as defined here which is owned, managed and controlled by **COGNITIV PTE. LTD. AND TRADE WITH STAN PTE. LTD.** (“us”, “we”, “our”, “Cognitiv”, “tradewithstan” or “Stan” respectively or “the Company” collectively). This Service may only be used if you are 21 years and above. If you are below the age of 21, you must obtain the consent from your parent(s) or legal guardian(s), who by accepting these Terms shall agree to assume responsibility for your actions and any legal consequences in connection with the use of the Service. If you do not have consent from your parent(s) or legal guardian(s), you must stop using/accessing the Service immediately. The word, “Terms”, “Terms and conditions”, “Agreement” referred to herein are interchangeable.
- 1.2 Your access to the platform and use of the Services are conditional on your acceptance of and compliance with these Terms and subscribing to the Company’s philosophy, purpose and Terms and Conditions of Use, which may be updated and modified from time to time (collectively called the “**Terms**”). These Terms shall apply to all visitors, Registered Account Users and others who access and use the Service.
- 1.3 By accessing and/or using the Services, you agree to be legally bound by these Terms. If you do not accept these Terms or any part of them, please discontinue the use of the Service immediately.
- 1.4 We may amend or modify any of these Terms any time and post them at this platform. Any use or continued use of the Service shall be deemed to be an acceptance of amended Terms by you. If you do not agree to these Terms and/or Conditions as amended or varied, you may discontinue your use and access to the Services. You are responsible for checking our website periodically to review the current version of the Terms and Conditions. Please contact us if you have any questions.
- 1.5 We, COGNITIV PTE. LTD. (UEN No. 201927107W) AND TRADE WITH STAN PTE. LTD. (UEN No. 202330673D) are incorporated in Singapore and have our registered office at 59 Ubi Avenue 1 #04-04 Bizlink Centre Singapore 408938.
- 1.6 tradewithstan is wholly owned by COGNITIV PTE. LTD. (UEN No. 201927107W), which is a registered company in Singapore.

## **2 DEFINITIONS AND ABBREVIATIONS**

Services	Briefly, the online subscription copy trading service which replicates trades from a master account to Registered User’s trading accounts whereby the Registered Users will give us access to their trading accounts for our servers to replicate trades into. The detailed description is defined at paragraph 4 below.
You, your or User	Any person who uses the Service or accesses the Service, whether as visitor or registered account user

We, us, our	COGNITIV and TRADE WITH STAN, which managed, operated, and controlled the Service.
Parties	All the entities mentioned above in connection with each other or any one of them.
Our Company's philosophy and purpose	To provide an opportunity to earn while you are asleep.
Registered Account Users, Clients	Any person or party who opens an account with us to access the Site and/or Service
Content	Information, text messages or any material or any other content uploaded onto or posted on the Site and other communication platforms with Users.
Site or Website	<a href="https://www.tradewithstan.com/">https://www.tradewithstan.com/</a> or such other website as notified in the future
Third Party User Content	All content on this platform not created, transmitted, posted or uploaded-by any User.
User Content	All content on this mobile application, created, transmitted, posted, or uploaded by any user or us, including tutorial and demo videos.
PDPA	Personal Data Protection Act 2012 and its subsidiary legislation and guidelines.
MAS	Monetary Authority of Singapore

### **3 NO REPRESENTATIONS**

- 3.1 The Company collectively and COGNITIV PTE. LTD. and TRADE WITH STAN PTE. LTD., individually make no representations or warranties that they are regulated or licensed by MAS as fund managers or capital markets traders.
- 3.2 The Company does not currently hold a MAS license to provide merchant acquisition services under the Payment Services Act.
- 3.3 The Company collectively with COGNITIV PTE. LTD. and TRADE WITH STAN PTE. LTD. are not affiliated with or endorsed by any brokerage companies including their parent companies. We operate independently and we do not have partnerships with any brokerage companies.
- 3.4 You accept and acknowledge the Company's non-representations.

### **4 SCOPE OF SERVICES**

- 4.1 We provide a digital copy trading platform, which can be accessed via a web-based application, where you can:
  - a. Select a subscription plan based on your trading account size in US Dollars.
  - b. Provide programmatic access to your trading account for our copy trading service.
  - c. Make online payment to start your subscription.

d. Manage your ongoing subscription.

- 4.2 When we say "**Services**", we refer to all our services as described above, which includes the Copy Trading Services and other related services.

## **5 REGULATORY STATUS OF OUR SERVICES**

### Copy Trading Services

- 5.1 The Copy Trading Services is the main service that the tradewithstan platform is providing to our users. We will not assess whether our services are suitable for you, and you are required to self-assess on your own before subscribing or using our services. This should be done by obtaining information about your own investment objectives, including your risk tolerance, and your financial situation, including whether you can financially bear losses consistent with your investment objective.
- 5.2 If you consider that our Copy Trading Services are not suitable for you because of your own self-assessment, you are highly advised not to subscribe and use our services as our services should be viewed as high-risk without any monetary compensation and insurance provided for you. If you are unable to financially bear losses, please do not subscribe and use our services. Our services should never be viewed as a get-rich-quick method or system but instead, it should be viewed as an online high-risk platform that automatically helps you to copy trades placed by a Master Trader or Master Account into your own brokerage trading account(s).
- 5.3 By subscribing or simply using our services, you agree and acknowledge that you have independently exercised your prudent judgment and had already carried out your own self-assessment based on all available information and you have considered yourself suitable to use our services despite the high risks involved and you agree to not hold us responsible for any damages or losses as you are well aware of the high risks involved in using our services and have assumed the responsibility to bear the risks associated with investment.
- 5.4 When you are using our copy trading services, you are allowed to log in to the brokerage trading account that you have connected to our platform at any time throughout your subscription but trading on your own in the same account is strictly forbidden unless you are closing or managing positions that are in your "Locked Positions".
- 5.5 Locked Positions are positions that were already in your trading account before you subscribe to our copy trading service. Our platform will ignore these positions and allow you to manage them on your own.
- 5.6 The copy trading service has several other functionalities that we may make available to you from time to time. However, we may add, remove, or change the availability and features of these functionalities, at our discretion.
- 5.7 By using our copy trading services, you hereby declare that you have granted TRADE WITH STAN PTE. LTD. and COGNITIV PTE. LTD. explicit permission and access to the brokerage trading account(s) that you have chosen to use with our platform using the credentials that you have submitted to us on our website along with explicit permission to

use and retrieve any of the data and to store these data and your credentials on our servers. You acknowledge that it is necessary for the platform to use the credentials that you have provided to provide our copy trading services to you. We are unable to provide any guarantee as to the security of storing your credentials on our servers and we will not be held liable for any data breaches, data loss and monetary loss.

## **6 LIMITATIONS TO OUR SERVICES**

- 6.1 We do not provide personalised investment recommendations or investment or tax related advice. Any explanation or information which we give to you as part of a trade, or a copy trade, or about the performance of the trade or copy trade is not intended to be and should not be considered as advice. You acknowledge that you are not relying on us via the contents of our website, any explanation or information given or as investment advisor or fund manager.
- 6.2 The tradewithstan platform is not an exchange or a market. This means that:
- a. you can only place trades on your own for positions that were already in your brokerage trading account before you have subscribed to our services;
  - b. you will generally not be able to transfer products into your tradewithstan account, out of your tradewithstan account or to a third party at any time. However, we reserve the right to permit and support this functionality at our discretion, including, for example, the ability for you to transfer certain products between your tradewithstan account.
- 6.3 By using our Services, you expressly consent to us executing orders outside of a regulated market, multilateral trading facility, or organised trading facility, in the manner described in these Terms and Conditions, and the Best Execution and Order Handling Policy.
- 6.4 We may not provide all our Services to customers domiciled in certain countries due to restrictions under Applicable Law, or restrictions under our internal policies (these are known as "**restricted countries**"). If you are a resident of a restricted country, you may be able to access some of our Services, but not all our Services. We may change the list of restricted countries, as well as the Services that are available in a restricted country, from time to time.
- 6.5 Our Services may not be available in a blocked country. If you are travelling to a blocked country, you may not have access to your tradewithstan account or any of our Services. This restriction applies even if you do not normally reside in the blocked country. We are not liable for any loss which results from your inability to access the tradewithstan platform because you are in a blocked country, or if caused by circumstances outside of our control.

## **7 THE KEY RISKS OF USING OUR SERVICES**

- 7.1 The risk of using our Services is that you could lose all your money or even more than the total amount of money that you have deposited in the brokerage trading account(s)

that you are using with our Services. You should not deposit money that you cannot afford to lose in those brokerage trading account(s) that you have chosen to use for our Services. It is important that you fully understand the risks involved before deciding to use our Services considering your financial resources, level of experience, and risk appetite. If required, you should seek advice from an independent licensed financial advisor.

- 7.2 The actual returns and losses experienced by you will vary depending on many factors, including, but not limited to, market behaviour, market movement, and mainly the Master Trader or Master Account's performance.
- 7.3 The value of the investments in your brokerage trading account(s) may go up or down.
- 7.4 Past performance is not a guide or indicator to future performance.
- 7.5 Your tradewithstan account and our Services will be charged in Singapore Dollars. Your brokerage trading account(s)'s base currency must be set to US Dollars and you must convert the funds in your trading account to US Dollars as our platform will not use funds that are not in US Dollars.
- 7.6 More information on the risks associated with using each of the Services is set out in each Schedule and risk disclaimer on our website under "What Are The Risks Involved?" accordion. (<https://tradewithstan.com/account/tutorials>)

#### Copy Trading Services

- 7.7 When you subscribe to or use a copy trading online platform, such as the tradewithstan platform, there is a high risk that you will lose money because of:
  - a. the failure of not setting up or configuring your brokerage trading account correctly for copy trading such as but not limited to, not changing your brokerage account's funds to US Dollars or changing your brokerage account's credentials while still using our services, etc;
  - b. hacking or the use of malicious software that allows a third party to gain access to your information and/or assets in both your tradewithstan account and the brokerage account(s) that you are using for tradewithstan services;
  - c. the failure or malfunction of our tradewithstan platform;
  - d. the failure of making payments for subscription renewals to our tradewithstan platform on time;
  - e. security leak(s) of your brokerage account(s) credentials.
- 7.8 Some of the features available on the tradewithstan platform may not be available if you are accessing the platform on a mobile device.

#### You must monitor your own Locked Positions

- 7.9 You are solely responsible for any trades that you have placed on your own in your connected brokerage trading account(s) including trades to manage your Locked Positions.
- 7.10 You will be violating our rules and terms and conditions the moment you place a trade for a security or position that is not in your Locked Positions. By doing so, you will be disrupting our services, and you may suffer monetary losses in your accounts. Our platform will automatically sell off any positions that are not executed by our platform excluding positions in your Locked Positions.
- 7.11 You agree that COGNITIV PTE. LTD. and TRADE WITH STAN PTE. LTD. will not provide any form of compensation to you if your brokerage trading account(s) have incurred any losses regardless of the cause.
- 7.12 In the event where the tradewithstan platform malfunctioned or failed to replicate or manage trades in your account, you agree that COGNITIV PTE. LTD. and TRADE WITH STAN PTE. LTD. will not provide any form of compensation to you.

## **8 YOU DO NOT DEPOSIT MONEY WITH US**

The tradewithstan platform will never ask you to deposit money with us for copy trading as we do not hold our users' money. We do not operate our services by pooling a sum of money and we have no reason to do so. The tradewithstan platform provides a service to automatically replicate trades placed by a Master Trader or Master Account into the brokerage trading account(s) that you are using for our services using funds that are already in your brokerage trading account(s). There is no need to deposit or transfer money to us to operate and use our services. The funds in your own brokerage trading account(s) are yours and you are allowed to deposit additional funds or withdraw money from these accounts at any time during your subscription. We do not deduct any of our fees from the funds in your brokerage trading account(s) and our platform does not have the capability to do so either as access given to our platform during our setup is only restricted to trading access. Please note that withdrawing funds will decrease your brokerage trading account's size and future trades sizes will be smaller which may affect your potential returns.

## **9 COMMUNICATING WITH YOU**

### How we may contact you

- 9.1 You expressly consent to us using our platform or website [www.tradewithstan.com](http://www.tradewithstan.com), as we deem appropriate, to inform you of information about us and of changes to such information.
- 9.2 We may also communicate with you via our website and applications, by email, telephone, electronic chats, and/or any other means of communication. We will use the contact details you gave us when you opened your tradewithstan account, and as updated by you to us.
- 9.3 If your details change, including your email address, contact numbers, name, home address, country of residence or nationality, you must tell us as soon as possible. If you

do not let us know, you might not receive important information from us and you risk incurring losses in your brokerage trading account(s).

- 9.4 Our Agreement with you, and all information, statements and notifications between you and us, will be in English and we will communicate in English. If we provide you with documents in another language, and there is an inconsistency, the English version will prevail.

#### Contacting us

- 9.5 If you have any questions about the Agreement, or would like to speak to us, you can contact us in the following ways:

By Email (General)	support@tradewithstan.com
By Email (Support)	tech@tradewithstan.com
By WhatsApp	+65 8882 1569

## **10 HOW TO OPEN AND MAINTAIN YOUR TRADEWITHSTAN ACCOUNT**

### Creating an account with us

- 10.1 To create a tradewithstan account, you will need to complete an online application form and provide us with information that we request, so that we can identify you, verify your identity, and conduct fraud checks, sanctions checks, anti-money laundering and counter-terrorism checks, and any other checks as required by our internal procedures. This means we will require you to provide us with personally identifiable information, the country you are currently residing, email address, mobile number, and any other information that we require.
- 10.2 You may also need to provide us with information so we can assess whether the Trading Services are appropriate for you and assess whether the Copy Trading Services are suitable for you. Please refer to the section – "Regulatory status of our Services" for more information about self-assessment that you are required to perform on your own.
- 10.3 The tradewithstan Platform will automatically retrieve information including, but not limited to, available funds in US Dollars, buying power, net liquidating value, realised and unrealised profit and loss from the brokerage trading account(s) that you are using with our services after you have subscribed.
- 10.4 If you are creating an account on behalf of a business or for any business purpose(s), you are not allowed to use our services at all. You will violate our terms and conditions if you continue to proceed with the creation of your account on our platform and may face a monetary penalty of \$100,000 Singapore Dollars for every account that you have created.
- 10.5 The brokerage trading account(s) that you are planning to use for our services must be owned by the same individual who opened the account on our tradewithstan platform. You are not allowed to use a brokerage account that is not registered by you for any of our services. You will violate our terms and conditions if you are using brokerage trading



account(s) that are not owned by you and may face a monetary penalty of \$20,000 Singapore Dollars in addition to the total sum of all recorded realised profit and loss for every brokerage trading account you have used for our services since the start of your first subscription.

- 10.6 You are not allowed to sell our services on behalf of COGNITIV PTE. LTD. for your own personal gain unless you have sought permission from COGNITIV PTE. LTD. and have been given explicit permission. By selling our services on behalf of any businesses without COGNITIV PTE. LTD.'s permission, you may face a monetary penalty of any amount between \$50,000 to \$100,000 Singapore Dollars for every sale and sale attempt in addition to the total sum of all recorded realised profit and loss for every brokerage trading account that you have used for our services.

#### Provision of information

- 10.7 We may, from time to time, require additional information and/or documents (including as required by anti-money laundering regulations and any other similar regulations applicable to us ("**AML**"), as well as for anti-fraud measures or any other related internal procedures), or clarifications to information and/or documents which you have provided to us.
- 10.8 If any information which you have provided to us changes, you should tell us, in writing or electronic mail, as soon as possible, and no later than 30 days after the change takes place.
- 10.9 The information you provide to us must be complete, accurate and not misleading. If you do not provide us with the required information, or if you provide inaccurate, incomplete or misleading information, we will not be able to open a tradewithstan account for you, or, if you already have an tradewithstan account, we may freeze, block, or close your tradewithstan account without prior notice.

### **11 KEEPING YOUR TRADEWITHSTAN ACCOUNT SAFE**

- 11.1 It is your responsibility to take all reasonable steps to keep your tradewithstan account safe. For example, you should keep your security details, such as your username and password, a secret. You should select a password that is not easy to guess (such as using a combination of uppercase and lowercase letters, numbers and symbols) and is a unique password for your tradewithstan account. We recommend that you do not reuse a password previously used by you for other platforms/services.
- 11.2 You will need to change your security details immediately and contact us as soon as possible if you think someone else knows them.
- 11.3 We may block access to your tradewithstan account or block access to our Services if we believe that it is necessary for security or legal reasons. For example, if we think someone may have access to or is using your tradewithstan account without your permission.
- 11.4 We may contact you to provide you with new security details or contact you to require you to change your security details.



- 11.5 You must not give any third party (including minors) any access to and/or control of your tradewithstan account. If you elect to give another person access to and/or control of your tradewithstan account, you do so at your own risk, and we will not be responsible for the decisions of that third party. We will not refund or provide any form of compensation to you. We reserve the right to cancel or reject any orders or actions placed by any third party for security and/or legal reasons.

## **12 SUBSCRIBING TO OUR SERVICES**

### Selecting and paying for a subscription plan

- 12.1 There will be multiple subscription plans with each plan having its own range of funds or capital amount that our platform can use to scale your trades with. Generally, the more funds or capital amount that you would like our platform to use for your trading account, the higher your subscription fees will be. All subscription plans will be subjected to changes at any time. Once you have selected a subscription plan, you are required to make a full upfront payment for the entire subscription duration. Our platform does not automatically renew your subscription but instead, you will receive multiple emails and SMS messages from our platform a month before your current subscription expires which will contain a unique payment link that you can use to make payment to renew your subscription if you would like to.
- 12.2 The tradewithstan platform will not close any existing positions that may be in the brokerage trading account(s) you are using for our services when your subscription has ended, and you are solely responsible for any position(s) in your brokerage trading account(s) afterwards.
- 12.3 If you did not renew your subscription and your brokerage trading account(s) have incurred losses, the tradewithstan platform and the companies involved will not provide any sort of compensation to you in any way.

### Minimum requirement for all brokerage accounts

- 12.4 The brokerage trading account(s) that you will be using for our services are required to have a minimum cash balance of at least \$10,000 US Dollars (excluding margins or leverage). Otherwise, we might either suspend or cancel your subscription entirely without refund or compensation. The Platform might automatically suspend your subscription if your brokerage trading account(s) does not meet this requirement at any time and you are required to contact us once your brokerage trading account(s) meet our requirements again.
- 12.5 The base currency must be set to US Dollars for all the brokerage trading account(s) that you will be using for our services, and you must convert any funds that you would like to use for our copy trading service to US Dollars on your own in your brokerage trading application or website. You may also contact us for further assistance if you are unsure.

## **13 HOW TO DEPOSIT MONEY INTO THE BROKERAGE ACCOUNT(S) THAT YOU ARE USING WITH TRADEWITHSTAN**

#### Paying money in (also called "**deposits**")

You are allowed to log in to the brokerage trading account(s) you are using with our services at any time during your subscription to deposit additional funds like how you normally would without disrupting our services. You can do so using the official brokerage's mobile application or website.

### **14 HOW TO WITHDRAW MONEY FROM THE BROKERAGE ACCOUNT(S) THAT YOU ARE USING WITH TRADEWITHSTAN**

#### Taking money out (also called "**withdrawals**")

- 14.1 You are allowed to log in to the brokerage trading account(s) you are using with our services at any time during your subscription to withdraw funds from your account like how you normally would without disrupting our services. You can do so using the official brokerage's mobile application or website.
- 14.2 Please note that we do not recommend withdrawing funds out from your trading account as by doing so, your account size will decrease and future trades sizes will be smaller which may affect your potential returns if there's any.

### **15 FEES AND COSTS**

- 15.1 We only charge subscription fees for our long-term copy trading version.
- 15.2 We do not take commissions from any profits that have been made in the brokerage trading account(s) you are using with our services.
- 15.3 The Company at its sole discretion may use the platform and subscription fees to maintain, improve or upgrade the investment platform including other related service(s) such as but not limited to, customer service and technical support.

### **16 RECORDING YOUR COMMUNICATION WITH US**

You agree that we may record any telephone, email, and chat conversations with you, as well as any other forms of communications, activities, and transactions, between you and us, and that the recordings may be used as evidence in any proceedings relating to our Agreement with you, any order you place, and/or trades executed. These records will be our sole property.

### **17 RULES OF USAGE**

- 17.1 In order to use our Services, you must register and maintain an account with us. You are responsible for all activities conducted on your account. You: (a) must keep your account information (including your password and other login details) confidential and secure; and

(b) must not provide any third party with access to your account. If you know or suspect any unauthorised access to or use of your account, you must promptly notify us.

- 17.2 By engaging our Services, you acknowledge that we will be relying on the information provided and you warrant that it is accurate and verifiable.

## **18 CONTENT USE**

- 18.1 This clause applies to your access and use of our Services and its APIs, application buttons, widgets, SMS and e-mail notifications as well as any information, text, graphics, photos or other materials uploaded, downloaded or appearing on our Website or mobile application (collectively referred to as the Content).

- 18.2 You represent and warrant that you will not do any of the following while accessing or using the Content: (a) license, sublicense, sell, resell, transfer, assign or otherwise commercially exploit or make available to any third party the Content in any way; (b) modify or make derivative works based on the Content, or reverse engineer or access the underlying software for any reason; (c) access or search, or attempt to access or search, the Content by any means (automated or otherwise) other than through the currently available, published interface which is provided by us; (d) interfere with or disrupt the Content or the servers or networks providing the Content; or (e) perform any action with the intent of introducing to the Content any software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs.

- 18.3 You shall ensure that you use the Content in accordance with all applicable law. You are responsible for making all arrangements necessary for you to have access to the Content. You are also responsible for ensuring that all persons who access the Content through your internet connection are aware of these Terms of Service, our Data Protection Policy as well as applicable law, and that they comply with them.

- 18.4 Further, you may not use our Services:

- a. In any way that is harmful, unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect.
- b. For the purpose of harming or attempting to harm minors in any way.
- c. To bully, insult, intimidate or humiliate any person.
- d. To send, knowingly receive, upload, download, use or re-use any material which does not comply with our content standards or SOP or philosophy.
- e. To transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam).
- f. To reverse engineer or avoid any security measures on the platform.
- g. You must not use any software, artificial intelligence, ultra-high speed, or mass data entry which might manipulate, game, abuse, or give you an unfair advantage when using our systems or Services;

- h. You must not use our Services in any way that will make you money or benefit yourself, for example reselling our services to other individuals for a price.
  - i. You must not use any programs or scripts that poses a risk to our platform's security, for example vulnerability testing or Distributed Denial Of Service attack (DDoS).
  - j. You will not act in an unfair, abusive, manipulative, or illegal way when using our Services.
  - k. You must not log in to any of the brokerage account(s) that you are using for our services at all.
  - l. You must contact us first before attempting to withdraw or deposit funds into the brokerage account(s) that you are using for our services.
  - m. You must not share your brokerage account(s) and tradewithstan account(s) credentials to anyone.
- 18.5 If you make money by breaching the above rules, you acknowledge that the Company is entitled to commence legal action against you to recover all profits you have made including solicitor-and-client's costs or claim an amount of fees proportionate to your unlawful gains.
- 18.6 If you breach any of the above rules, we will record such a breach. We may also cancel your orders, freeze, block and/or terminate our Services, your tradewithstan, and/or our Agreement with you, at our sole absolute discretion.

## **19 BREACH OF THE TERMS AND COMPANY'S POLICY**

- 19.1 When we consider that a breach of the Terms has occurred, we may take such action as we deem appropriate. If a breach is capable of remedy, you shall be notified of the breach and given 7 days to remedy or rectify it within the prescribed time, where time is of essence. A breach is considered irreparable if you are unable to remedy it in all respects including within the timeline. This is without prejudice to our sole absolute discretion to ban any user.
- 19.2 Failure to comply with this policy constitutes a material breach of the Terms and Conditions upon which you are permitted to use our application, and may result in our taking all or any of the following actions:
- a. Immediate, temporary, or permanent withdrawal of your right to use our application.
  - b. Immediate, temporary, or permanent removal of any Contribution uploaded by you to our application.
- 19.3 Issuance of a warning to you.
- a. Legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting

from the breach if pursuant to a legal demand, you fail, neglect and/or refuse to resolve the matter amicably within 7 days.

- b. Further legal action against you may include disclosure of such information to law enforcement authorities as we reasonably feel is necessary or as required by law.

19.4 We exclude our liability for all reasonable action we may take in response to breaches of this policy, which you were incapable of curing the defect and/or failed, neglected and/or refused to rectify it within the prescribed time. The actions we may take are not limited to those described above, and we may take any other action we reasonably deem appropriate, including issuing you a Take-Down notice.

## **20 USE OF THE SERVICES AND RESTRICTIONS OF USE**

20.1 Subject to your compliance with these Terms, we grant you a limited, non-exclusive, revocable, non-transferable right and license to use the Services.

20.2 You further undertake:

- a. that when accessing or using the Service, or when communicating with any other User or third party, you shall not do or attempt to do or permit any other person to do or attempt any act that interferes with, or disrupt the integrity or the performance of the Service, including the purpose;
- b. not to authorise or encourage anyone to do any act or for any purpose that is unlawful or prohibited by these Terms or by any prevailing law or for any other purpose not reasonably intended by us.
- c. not to abuse, harass, threaten, impersonate or intimidate any person;
- d. not to post or transmit or cause to be posted or transmitted any Content that is defamatory, obscene, pornographic, abusive, offensive, profane, maliciously false or that infringes any copyright or other right of any person.
- e. not to create or transmit unwanted 'spam' to any person or URL.
- f. not to create multiple accounts with a view to influence, vote for or against any User's visible content.
- g. not to post copyrighted Content that does not belong to you unless you are commenting on visible content in Blogs, where you may post such Content provided you attribute appropriately the Copyright owner and provide a link to the source of the relevant Content.
- h. not to violate any applicable laws, rules or regulation in connection with your access or use of the Site and/or Services.
- i. not to use the Site and/or Services for any purpose for which it is not designed or intended or in any manner which violates or is inconsistent with these Terms and/or Special Conditions.

- j. to comply with the Terms and Special Conditions and any notices or guidelines or amendments which we may post at any time, which are deemed to be incorporated into these Terms and Special Conditions.
- k. not to use or cause to be used the Services or Content or access or caused to be accessed the Site for any unlawful purpose and to comply with any applicable laws, statutory regulations and guidelines now or in the future.
- l. not to hack into, interfere with, disrupt, disable, over-burden or overload or impair the proper working of the Site or Services, including any spoof attack, denial-of-access attack, reverse engineering or any malicious tampering which adversely affects their proper functioning.

## **21 TRADEMARKS AND OTHER INTELLECTUAL PROPERTY RIGHTS**

- 21.1 The Marks (including our company's logo, domain name, service marks, design, labels) and intellectual rights derived from the Services and/or Confidential information belong to us absolutely and the User shall not acquire any rights in or to the Marks or the Domain Name.
- 21.2 The User shall promptly give notice in writing to the other if it becomes aware of:
  - a. any infringement or suspected infringement of the Marks or any intellectual property rights that belong to us or any misuse or attempted misuse or any unauthorized use of the Domain Name or any of our intellectual property rights; or
  - b. Any claim or notice arising from the use of the Service that infringes the rights of any third party.
- 21.3 The domain name on which the Service is hosted belong to us absolutely and you shall not use or otherwise adopt a similar name for your own use.
- 21.4 If you have any questions or concern about any of the Terms and/or Special Conditions or any issues that arise from them, you can contact us as provide in the Agreement.
- 21.5 You undertake, unless prior consent has been obtained from us:
  - a. not to reproduce, modify, adapt, translate, publish, podcast, broadcast or in any way communicate on any digital or electronic platform, by whatever means, any portion of, or any access to:
    - i. any of the Services
    - ii. the mobile application
    - iii. any Content, whether posted or compiled on the platform, by us, any User or Third Party.
- 21.6 All Content compiled by us and posted on the platform is our sole copyrighted property.

## **22 DISCLAIMERS OF WARRANTIES AND EXCLUSION OF LIABILITY**

- 22.1 While we make every reasonable effort to ensure that the Content displayed on the Services is accurate and complete, this Content is provided for general information only and on an “as is” or “as is available basis”, without any warranties of any kind, whether express or implied. To the fullest extent permitted by the applicable laws, we disclaim all warranties, express or implied, including implied warranty of satisfactory quality, merchantability or fitness for a particular purpose, whether disclosed or contemplated, conformity to description or the warranty of non-infringement. We further do not warrant that the functions contained in or access to the Service or other Content will be timely, uninterrupted or error-free or defect-free or that any omissions, errors or defects will be corrected or that the Site or Services are free from malware or viruses or other harmful technological components or that your use of the Service will not harm or affect the functionality or performance of your computer, mobile device or other electronic devices. We do not warrant or make any representations of the use or results of the use of the Content, the Service regarding their adequacy, accuracy, reliability or completeness.
- 22.2 The data and information available in the Services are general in nature and do not propose and shall not in any way be deemed to constitute an offer or provision of any professional or expert advice by us or other relevant professionals. You should at all times consult your own professional and independent advice whether for verification of the information and data before acting and relying on it. Any arrangement made between you and a third party user named or linked to from the Service is at your own risk and responsibility. You are deemed to have made your informed decision based on any inquiries you have made and effort you have taken to verify the accuracy of the listings and source of information. We do not sponsor, endorse or promote or advertise for any of the User.
- 22.3 To the greatest extent permitted by law, we shall not be liable to the User in contract, tort (including, without limitation, negligence), trust, as fiduciary or under any other cause of action (except in respect of gross negligence, wilful default or fraud) in respect of any damage, loss, cost or expense of whatsoever nature suffered or incurred by any User in the provision of the Services.
- 22.4 While we have used our reasonable effort to provide the Services as a platform for the Users, we shall not be responsible for any errors or omissions in relation to such content or for any technical problems you may experience with our Services. As soon as we are informed of any inaccuracies in our Services, we will attempt to correct them as soon as practicable.
- 22.5 The User accepts and acknowledges that in these situations beyond the control of the Company as listed below, which is not exhaustive, the Company shall not be liable for any loss or damage whatsoever or liable for any unforeseeable adverse outcomes, including but not limited to the following:
- a. If a user impersonates another individual, by using their name/picture/etc.
  - b. If a hacker manages to obtain the user's email/password and then uses the user's account to make purchases, communicate with other users, etc.



- c. If users meet through the app's chat feature, and then end up being harmed outside the app when they meet up in real life.
  - d. If the users' personal information somehow gets discovered by bad actors and then they are sent spam or phishing emails/sms.
  - e. If a user fakes their credentials or makes false claims (e.g. claims to have graduated from Harvard but never actually did).
  - f. If bad actors take advantage or exploit the application or platform arising from a cyberattack or breach of the firewall or spyware, malware protection.
- 22.6 Trading is extremely risky, and our services should be treated the same. COGNITIV PTE. LTD. only provides you with a platform that automatically copies trades placed by an external Master Account or Master Trader from TRADE WITH STAN PTE. LTD. onto your own personal brokerage trading account(s) and the performance of your brokerage trading account will be solely dependent on the Master Account's performance. COGNITIV PTE. LTD., the Master Trader or Master Account and TRADE WITH STAN PTE. LTD. will not compensate you, in any way, for any losses that you may have incurred from using our Services.
- 22.7 By creating an account on tradewithstan platform, you agree that you, COGNITIV PTE. LTD. and TRADE WITH STAN PTE. LTD. are each waiving the right to institute a class action against each other for any loss or damage. You further agree to indemnify and hold harmless COGNITIV PTE. LTD. and TRADE WITH STAN PTE. LTD., its servants or agents and its directors against any claims, loss, damage, or actions.
- 22.8 By subscribing to any of our Services, you agree that you will not hold us responsible at all for any downtime and malfunctions in our services and you will not seek compensation in any way for it even if the downtime or malfunction in our services caused you to incur losses. As the platform is constantly improving, downtime and malfunctions in our services are to be expected. You also agree to not seek legal action(s) against COGNITIV PTE. LTD. and TRADE WITH STAN PTE. LTD. for any downtime or malfunction in our Services.
- 22.9 No party, as a User in relation to other User[s], shall be liable for any failure to perform his/her obligations if the failure arises from a Force Majeure Event (the "**Exceptional Event**").
- 22.10 The Exceptional Event, which is beyond the reasonable control of the affected performing party, which is not exhaustive, includes : industrial action or labour disputes, civil unrest, curfew, war or threat of war, criminal or terrorist acts, government action or regulations or advisories, power outages, telecommunications or utility failures, fire, flood, explosion, natural disasters, epidemic, pandemic, disruption to supply chains, quarantine restrictions and general failure or disruption of transport and amenities.
- 22.11 If an Exceptional Event happens, the availability and speed of our service, including our platform, website, the availability of the different functionalities which we may provide as part of our Services as well as any of our obligations under this Agreement may be delayed, may not be available, or may not be carried out. We will not be liable to you for any losses which you incur as a result.

22.12 If we think, in our reasonable opinion, that an Exceptional Event has occurred or is occurring, we may make the following changes to the brokerage trading account(s) you are using with our services without telling you:

- a. cancel all open orders or trades which are affected by the exceptional event;
- b. close any or all positions even if your brokerage account(s) will incur losses.

If you lose money as a result, we will not be liable to you.

22.13 We will use commercially reasonable efforts to resume normal performance of our Services after an Exceptional Event occurs.

22.14 We will try to notify you via email as soon as possible that an Exceptional Event has occurred.

22.15 You further agree that the Company, its servants or agents shall not be liable in the following circumstances:

- a. action taken by any government or regulatory body, legal authority, technical delays, technological malfunction, loss of data and records, destruction of hardware, security breaches;
- b. action taken by us as a result of a breach of the Agreement by you;
- c. act or omission of any third party including for any information provided by a third party;
- d. action taken by us as required by the prevailing laws;
- e. all direct or indirect loss and damage, including pure economic loss arising from or in connection with this Agreement;

22.16 To the extent permitted under Applicable Law, we have the right to close any open positions, whether at a loss or at a profit and subsequently liquidate the brokerage trading account(s) you are using with our services for the liability payable by you. If you have more than one tradewithstan account, we have the right to set-off any money or liability that you owe us under one tradewithstan account, from the money available in your other tradewithstan accounts, or from the proceeds of the sale of products that we hold for you in your other tradewithstan accounts.

## **23 Event of Default**

Each of the following will be an "**Event of Default**":

23.1 we consider it reasonably necessary to prevent what we reasonably consider to be or might be a violation of any Applicable Law (including but not limited to, market abuse, gaming the system, attempts to breach the platform's security);

23.2 you, or we reasonably believe that you are in material breach of any term of the Agreement, including any material misrepresentation to us; and/or

23.3 you have, or we reasonably believe that you have, acted in an unfair or abusive manner, for example, by breaching the rules of our platform set out in the section – "Rules of our platform".

If an Event of Default occurs, unless otherwise prescribed by Applicable Law, we may, in our absolute discretion, at any time and without prior notice, take one or more of the following steps:

23.4 close out all or any of your open position at current market prices;

23.5 terminate your subscription without compensating for the remaining duration of your subscription;

23.6 suspend your tradewithstan account from using our Services;

23.7 temporarily or permanently close your tradewithstan account.

## **24 Acknowledgements, representations and warranties**

24.1 You acknowledge, represent and warrant that:

- a. you are over 21 years old, and have capacity to enter into this Agreement;
- b. you are eligible to enter a legally binding agreement with us in accordance with the laws governing the jurisdiction applicable to you;
- c. you are solely and completely responsible for your own compliance with Applicable Law in your jurisdiction;
- d. you have all necessary consent and the authority to enter into this Agreement and /or use the Services;
- e. if you are a body corporate, unincorporated association, trust or partnership you are validly existing in accordance with Applicable Law, you are not allowed to use our Services;
- f. except where we have agreed otherwise in writing, you act on your own behalf and not as the agent, attorney, trustee or representative of any other person;
- g. all information and documents that you supply is true, accurate, complete and not misleading;
- h. you are not an employee of any exchange, a corporation in which any exchange owns a majority capital stock, a member of any exchange and/or firm registered on any exchange or any bank, trust or insurance company that trades in CFDs and/or the underlying assets held by you;
- i. our assessment of your use of the Services is performed on the basis of the

information and documents provided by you and we may rely upon information and documents provided by you and we are not responsible for any damages or losses which may arise from any inaccuracies;

- j. you will only access and use our Services for your own personal benefit;
- k. neither the entry into this Agreement, or use of the Services, or the giving of any other instruction will violate any law, rule, or regulation applicable to you;
- l. all money that you use in the brokerage trading account(s) you are using with our Services did not originate in any way from drug trafficking, abduction, terrorist activity or any other criminal activity that is unlawful or could be considered unlawful by any relevant authority;
- m. this platform is not a get-rich-quick scheme where you obtain high rates of return for a small investment, and you will not have such expectations when using our Services;
- n. the tradewithstan Platform does not, in any way, guarantee that you will be making a profit from using our Services and you will not seek compensation from us if you have incurred losses;
- o. you will never sue or take legal actions against COGNITIV PTE. LTD. and TRADE WITH STAN PTE. LTD. for any reason at all;
- p. you will not seek compensation from us if our Services did not make you a profit or had caused you to incur losses;
- q. you understood the high risks involved using our Services and you agreed to be solely responsible for anything that happens to your tradewithstan account and to the brokerage account(s) that you are using for our Services;
- r. you understood that you will not receive any refunds from any payments only unless the Platform deemed appropriate and reasonable;
- s. you will not seek compensation from us for any system or Platform downtime even if it causes you to incur losses;
- t. you understood that there is a high possibility in which you will lose all of the money in the brokerage account(s) that you are using or you may even lose more money than what was originally in those accounts and you will not seek compensation from us;
- u. your tradewithstan account or subscription may be terminated at any given time without any compensation being provided to you;
- v. the Platform may stop providing our Services at any given time without notifying you and without providing any compensation to you;
- w. you will not be trading on your own in the brokerage trading account(s) you are currently using for our Services for as long as the subscription remains active;

- x. you are only using money that you can afford to lose;
  - y. you will use the Services offered by us pursuant to this Agreement honestly, fairly and in good faith;
  - z. if you are a financial advisor, you are not allowed to resell our services for your personal or financial benefits.
  - aa. you will not hold us and COGNITIV PTE. LTD. and TRADE WITH STAN PTE. LTD. responsible for any losses that your brokerage trading account(s) or tradewithstan account have incurred from using any of our Services;
  - bb. you have not and will not upload or transmit any malicious code to the tradewithstan platform or otherwise use any electronic device, software, algorithm, and/or dealing method or strategy that aims to manipulate any aspect of the tradewithstan platform or the Services
  - cc. you agree to submit unedited screenshot(s) of your trading account's performance within 7 days from the date when we asked for it. Failure to do so may result in immediate termination of your subscription without a refund or compensation and/or we may permanently ban your trading account from our platform and prevent you from renewing your subscription.
- 24.2 If you breach any warranty or representation made under this Agreement, we may close any orders or trades that you have made, and/or close or freeze your tradewithstan account. You will also be required to fully indemnify us due to any contraventions by you of Applicable Law.

## **25 INDEMNITY AND CONFIDENTIALITY UNDERTAKINGS**

- 25.1 You agree to indemnify, defend, and hold us harmless against all claims, demands, actions, proceedings, liabilities (including statutory liability or penalties and liability to third parties) and all costs, whether on a standard or on an indemnity basis, losses and/or expenses due to or arising from:
- a. the use of the Services or access to the Services.
  - b. your breach of any of the Terms.
  - c. your violation of any rights of another person or third party.
  - d. your breach of any statutory duties, obligations, or regulations.
- 25.2 Each User, separately and individually, where applicable undertakes not to disclose the address or any other personal confidential information to any Users and third parties and all parties involved.
- 25.3 The confidentiality obligations above shall not apply if the confidential information or data:

- a. was already lawfully known to us or the Users before receiving it without any breach of confidentiality; or
- b. was already in the public domain or became so through no fault of the Users or us; or
- c. was acquired by a User or third party having the right to convey such information to the User without any obligation of confidentiality not to disclose the same; or
- d. is required to be disclosed under any applicable laws, rules or regulations or direction of statutory or regulatory authority or stock exchange or judicial order.

25.4 You further agree to indemnify, defend, and hold us, harmless against all claims, demands, actions, proceedings, liabilities (including statutory liability or penalties and liability to third parties) and all costs, whether on a standard or on an indemnity basis, losses and/or expenses due to or arising from any of the User's breach of the confidentiality undertakings.

## **26 NO WAIVER**

Our failure or delay to act on any infringement, non-compliance and/or breach of the Terms and/or Special Conditions or to exercise in any respect any right provided in these Terms and/or Special Conditions shall not be deemed a waiver of any of our rights or remedy to which we are entitled.

## **27 LINKED SITES OF THIRD PARTY**

- 27.1 As a value-added service and for convenience, we may provide links to other sites that may be useful and relevant or of interest to Users.
- 27.2 We have no control over, and assume no responsibility for, the content created by any of the Users and content created by third parties and their privacy policies or practices or any third-party web sites or services, which you shall have the sole responsibility to disagree or agree and comply. You acknowledge and confirm that we shall not be responsible or liable, directly, or indirectly, for any damage or loss caused or alleged to be caused by or in relation to the use of or reliance on any such content, goods or services available on or through such web sites or services.
- 27.3 We shall not be liable for any electronic viruses, spyware, or other malware that you may encounter in accessing third-party linked websites or may transmit to other Users. All Users are encouraged to routinely scan their PC using a reliable anti-malware/anti-virus product and resolve any discovered issues.

## **28 RELATIONSHIP OF PARTIES**

Nothing in these Terms and Services shall constitute or be deemed to constitute an agency, partnership or joint venture or any contractual arrangement between us and the User and neither party shall have the authority to represent each other in any way.

## **29 SUSPENSION OR TERMINATION OF ACCOUNT**

- 29.1 We reserve the right to suspend or terminate any User's Account, either wholly or partially, for the material breach of any of the Terms and/or Special Conditions, or if we have reasons to believe that the User violates any public policy, applicable laws, and regulations, or is detrimental to our interests or third-party, at our sole discretion, without any compensation.
- 29.2 The User may terminate his/her Account by a written notice.
- 29.3 We may suspend or terminate a User's Account, either wholly or partially, without any prior notice, in our sole discretion, if we have reasons to believe that the User violates this T&C or any applicable law or is harmful to our interests or the common interests of a Third-Party. We shall not be liable to the User or any third- party for any such suspension or termination of the User's Account.
- 29.4 COGNITIV PTE. LTD. reserves the rights to terminate your Services at any time without refund and compensation.
- 29.5 COGNITIV PTE. LTD. reserves the rights to terminate, cancel, pause any subscription at any time without explanation, refund, and compensation.
- 29.6 We reserve the right to terminate any subscription at any time without refund or compensation and without issuing any prior notice to the user of the subscription.
- 29.7 We reserve the right to terminate, close or delete any tradewithstan account at any time without refund or compensation and without issuing any prior notice to the owner of the account.

## **30 CLOSING OR BLOCKING ACCESS TO YOUR TRADEWITHSTAN ACCOUNT AND/OR SERVICES**

- 30.1 You can close your tradewithstan account at any time by sending us an email using the same email address as your tradewithstan account. Your tradewithstan account will be closed within the 14-45 days after we have received and acknowledged your email with a reply as acknowledgement.
- 30.2 No refunds will be given to you for any unused subscription period. We will not close any positions that are in the brokerage account(s) that you are using for our services when we close your tradewithstan account. Please do so on your own.
- 30.3 If you have trades and/or positions which are open, you should close these trades and/or positions. Otherwise, you may incur losses. If this causes you to lose money, we will not be responsible and you agree to not seek compensation from us.
- 30.4 In these events, we shall stop you from accessing and using our Services:
  - a. you breach the rules of our platform pursuant to the section - "Rules of our platform";



- b. an **"Event of Default"** occurs pursuant to an Event of Default as defined in the section – "Event of Default";
  - c. an **"Exceptional Event"** occurs under the section – "Exceptional Events".
- 30.5 We shall further require you to provide us with information under the section – "How to open, and maintain your tradewithstan account", and/or the section – "Regulatory reporting", to enable us to comply with our obligations under Applicable Law and/or internal procedures, and you cannot or do not provide us with the information, or the information you provide to us is inaccurate, incomplete or misleading.
- 30.6 We will try to give you a prior notice if we freeze, block, or terminate our Services and/or your tradewithstan account. However, there might be times when we are required to freeze, block, or terminate our Services and/or your tradewithstan account without telling you in advance. We will do this if we reasonably believe that there is a security or regulatory risk, you have breached the Agreement, there is an Exceptional Event, we are required to do so by Applicable Law or by a regulator, and/or there is an application, order, resolution or another announcement in relation to a winding up/bankruptcy in which you are involved.

### **31 PRIVACY POLICY AND PERSONAL DATA PROTECTION POLICY**

- 31.1 We are committed to ensure that your privacy and confidential information are strictly protected under the prevailing laws, including the PDPA. The information you supply for the access to the Site or use of the Services are collected, used, or stored for its specific purpose and in line with this privacy statement. This Privacy Policy explains the purpose for which your personal data is collected and used and our private practices.
- 31.2 The Information and data collected include the following:-
- a. Details of your visits to the Site and the resources you access, including, traffic data, location data, blogs and other communication data and collection of your usage and other behavioural data.
  - b. Information that you provide by participating in forms, surveys or during your signup or registration of an account or when you make an order or in any other link up communication data, including any data collected through our social media channels, including but not limited to Facebook, Instagram, or Google.
- 31.3 The use of the information or data collected is strictly and primarily used to enable us to provide Service to you, including data or information collected from you in the preceding 12 months. Further, we may use the information for the following purposes:-
- a. To provide you with information requested from you relating to the Service.
  - b. To enable us to link you up with the other User, where applicable.
  - c. To provide you with other information related the Service, which you may be of interest to you.

- d. To notify you of any changes to the Site or Service, including update or amendments to policies, Service, any Terms or Special Conditions.
  - e. To provide and improve the Service to you in consequence of our research and development study.
- 31.4 Please do not submit any personal information or data to us without first carefully reading our Privacy Policy Statement which is a Term incorporated for the use of the Site and access to the Service.
- 31.5 Certain content and services offered to you through this Site are hyperlinked or are on websites hosted and operated by an entity other than us ("Third Party Websites"). We do not disclose your information and Personal Data to these Third-Party Websites without your consent, but you should be aware that any information you disclose once you access these other websites is not subject to this Privacy Policy. We do not endorse and are not responsible for the privacy practices of these Third-Party Websites. You should review the privacy policy posted on any other website to understand how that Third Party Website collects and uses your information and Personal Data and exercise your option to agree or disagree.
- 31.6 It is a condition of your Account and continuous use of the Services and access to the Site that you consent to the collection, use, disclosure and/or processing of your Personal Data (whether true or not about you, including your personal particulars and other information to which we have or are likely to have access) by us.
- 31.7 If you wish to withdraw your consent to the collection, use, disclosure or processing of your Personal Data as set out above, or if you have any questions relating to your Personal Data, or if you would like to obtain access or make corrections to your Personal Data, please contact our Data Protection Officer via email at: [tech@tradewithstan.com](mailto:tech@tradewithstan.com).
- 31.8 You may also choose to unsubscribe from receiving any information from us, in whatever form, by contacting our WhatsApp business account.
- 31.9 You should be aware, however, that no method of transmission over the Internet or method of electronic storage is completely secure. While security cannot be guaranteed, we strive to protect the security of your information and are constantly reviewing and enhancing our information security measures subject to limitations.

## **32 NO THIRD PARTY ENFORCEMENT**

A person who is not a Party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act (Cap 53B) of Singapore to enforce any of its terms.

## **33 GOVERNING LAW AND DISPUTE RESOLUTION**

These Terms and Special Conditions shall be construed, governed and enforced according to the laws of Singapore and the parties submit to the exclusive jurisdiction of the Singapore Courts. It is the intention of the parties to settle, to the greatest extent possible, any disputes arising between them in an amicable and equitable manner. Should any dispute arise between the parties concerning any matter arising from or in

connection to these Terms and/or Special Conditions, it shall initially be resolved by discussion and negotiation initially and if necessary, by mediation or alternative dispute resolution in the second instance and only in the last resort by litigation or arbitration.

Effective as at: 2024