



7. The User is responsible for correct (supply and/or order) information. The Platform retains the right to reject and/or remove incorrect, incomplete, obsolete and/or unlawful (supply and order) information without further warning. The User shall be responsible for the correct and timely announcement, adjustment and removal of the (supply and/or order) information that has been placed on the Platform under his (business) name at all times regardless of whether he has added this information himself.
8. In the event of an amendment of representative authority of/at the User, the User is required, regardless of registration in the public records, to inform such amendment to the Platform Administrator in writing by means of the designated amendment form, in the absence of which such amendment cannot be held against the Platform.
9. The supply information is binding, unless stated otherwise. The terms of the Platform Auction Regulations and other terms and regulations established by the Platform Administrator apply to the supply information and resulting agreements between Users, i.e., suppliers and buyers. Any complaints regarding such agreements should be submitted to the E-Business help desk.
10. Any complaints regarding service by (employees of) the Platform regarding these agreements should be submitted to the Complaints Handling Appeals Committee, in line with the terms of the Platform Auction Regulations.

#### **Article 4 Maintenance/correction of defects/reporting defects**

1. Maintenance to the web server will occur only by or on behalf of the Platform. The Platform will endeavour at all times to correct defects of the web server as soon as possible.
2. If no information is available or in the event of defects in or of the Platform, the User must report this by telephone or other contactable means to the E-Business help desk during business hours.

#### **Article 5 Duration, renewal and termination**

1. This agreement will come into effect for an indefinite period on the date that the User receives an access code from the Platform.
2. Each of the parties is entitled to terminate the agreement regarding the use of the Platform early in writing, by means of the designated termination form, taking into account a notice period of two (2) months.
3. The Platform is entitled to terminate the agreement in whole or in part or to dissolve it without judicial intervention, without further notice of default and without being required to make any damage compensation and/or restitution of any amounts already paid, regardless of any rights further accruing to the Platform, in the event of:
  - a) bankruptcy, suspension of payment of the User or an application to that effect;
  - b) a significant portion of the User's business assets being attached;
  - c) termination or liquidation of the User's business;
  - d) (attempted) abuse and/or electronic infiltration (hacking) of the system by the User;
  - e) action or omission by the User towards the Platform contrary to law and/or these terms and/or any provision of the Platform Auction Regulations and/or other terms stated by the Platform, as well as if the actions or omissions of the User otherwise give reason thereto;
  - f) a merger and/or acquisition of the User.

## **Article 6 Fees**

1. The User has to put a deposit fee refundable upon termination of contract when they open an e-Trade account with the Platform.
2. The User owes a yearly user fee for the use of the Platform, as presented in the Platform's e-Trade rate overview.
3. For each transaction performed and/or concluded by the User via the Platform, the User will owe the Platform the usual commission, charges and/or levies.
4. The Platform is entitled to amend the stated fees. The Platform will announce such amendments in an appropriate manner.

## **Article 7 Amendments**

1. APC/The Platform Administrator is entitled to amend these general terms.
2. The Platform Administrator will inform the User at least one month in advance of any change that results in a significant deviation from the agreed service. In such a case, the User has the right to cancel the agreement in writing as of the date on which the change takes effect.

## **Article 8 Liability**

1. APC/The Platform is not liable for any damage caused by and/or related to the execution of this agreement and/or information not displayed, amended or removed correctly or in a timely manner, except in the case of gross negligence of (employees of) the Platform.
2. APC/The Platform is furthermore not liable for the consequences of defects in the data/telecommunication infrastructure (including software).
3. APC/The Platform cannot be held liable for indirect damage.
4. The User shall indemnify APC/The Platform with regard to claims from third parties that arise from acts or omissions by the User that are contrary to the present general terms, further announced instructions for use and/or legislation and regulations.

## **Article 9 Permission for use of data**

By signing the agreement regarding the use of the Platform, the User gives permission, if and inasmuch as it should prove necessary to do so, to use his/her(transaction) data for the benefit of the Platform service.

## **Article 10 Applicable law and competent judge**

This agreement is exclusively subject to Singapore law. In the event of disputes, the competent judge in Singapore will be exclusively authorized.