

## **FYB-SG Terms & Conditions**

The terms and conditions set out herein (“these Terms”) apply every time you access and use the Services.

By using or accessing our services, you agree to be bound by the Terms & Conditions set forth in this document. If you disagree with any of the terms & conditions set forth in this document, you shall not make use of our services.

*You* refers to the account holder of FYB-SG.

*We/Us* refers to Dealworks Pte Ltd, the company providing the service named, FYB-SG.

We reserve the right to amend the Terms & Conditions at any time and will notify you by posting an announcement on the exchange website.

### **Accuracy of Information Collection**

When registering and/or verifying your account, you agree to provide us with true, accurate and complete information and to promptly notify us of any change in the information provided. You agree to be solely responsible for the consequences of any inaccurate, incomplete, illegible or outdated information that you provide us.

### **Securing of Account**

You agree to take all necessary precautions, including but not limited to :

- 1) Using a sufficiently long & complex password
- 2) Keeping your username and password secure and confidential
- 3) Usage of additional security measures like 2FA
- 4) Keeping your device/PC free of malware/viruses/trojans
- 5) Keeping any generated API Keys & Secrets secure and confidential

We shall not be held responsible for any loss of any kind, financial or otherwise, due to your failure to secure your account.

### **Account Eligibility (AML Regulations)**

By using our services, you are declaring that you are not a politically exposed person or using this account to engage in Money Laundering, Terrorist Financing or any unlawful purpose.

### **Usage of your Account**

You agree to not share your account with any 3rd party.

Any instructions, commands, API calls or actions initiated by your account are irrevocable and deemed to be binding on you, regardless of the person(s) accessing it.

## **Limitation of Liability**

### **3rd Party Agents**

We may provide links to other websites, software and mobile applications (“Third Party Links”) and may make use of agents, consultants and sub-contractors to provide the Services. We do not guarantee the contents of the Third Party Links and shall not be responsible or liable for any loss or damage howsoever arising in connection with what you do via the Third Party Links or with any aspect of the Services provided by the agents, consultants and sub-contractors.

### **Service Uptime**

While we endeavour to provide the best possible uptime of our service, we do not provide any guarantees on service uptime and shall not be held liable to any loss, financial or otherwise arising from service downtime, scheduled or otherwise.

You understand that service outages may result in you being unable to access/trade/withdraw your funds and you will not hold us liable to any loss, financial or otherwise, arising from your inability to access/trade/withdraw during service downtime.

### **Deposits**

Consumer advisory — Dealworks Pte Ltd, the holder of FYB-SG Deposits stored value facility, does not require the approval of the Monetary Authority of Singapore. Consumers (users) are advised to read the terms and conditions carefully.

### **Legal Liability**

Other than Dealworks Pte Ltd, no other person, firm, corporation or other legal entity (including our employees, agents and/or independent contractors) is or shall be deemed to be liable for any loss or damage of any kind arising from or in connection with the service.