

DISCLAIMER (TopTraders)

General

This website is globally accessible, and relates to the TopTraders platform (“**TopTraders**”), as owned by Simple2Trade (“**Simple2Trade**”, “**we**”, “**us**”, “**our**”). It concerns all Visitors to this website, and all Users (being registered customers and Users) of TopTraders.

Services

TopTraders is a platform that allows “**Hosts**” (which may include Brokers or an individual or institution that wants to host contest) to create trading contests for participants. The platform provides flexible asset class selection and winner category definition mechanism. The Hosts can decide to conduct the contest on real or virtual funds. Simple2Trade does not provide trading interface or system for the contest on real funds.

TopTraders allows “**Participants**” to participate and compete the contests created by the Hosts.

For the contest with real funds, all trading related activities will be performed on trading platforms that is preferred by the Host, not on TopTraders. In this case, TopTraders will only provide registration, participation, winner detection, other contest and related analytics services.

Visitors

This Disclaimer is for any Visitor (including Users) to this website, whether visiting intentionally or not or as redirected from elsewhere (“**Visitors**”), and for any Users of the Services who are registered with us, that may include private individuals, companies, traders, contest participants, hosts and general members of the public (“**Users**”). Collectively, all Visitors and Users may be referred to as “**Visitors**”, “**you**”, “**your**”. Visitors may be private individuals or corporations or their representatives.

Governing Law

All Visitors (who are not Users) to our website intending to use the Services are to directly engage or otherwise contract with Simple2Trade as governed by the laws of the Republic of Singapore (“**Singapore law**”).

Not a Regulated Entity

Simple2Trade is not a regulated entity under the Monetary Authority of Singapore nor such other financial authority for the purposes of any trading activity or such related activity on this website. In this respect, Simple2Trade acts only as a service provider that works with or for such financially regulated, registered, authorised, or licensed broker(s). All Visitors understand and acknowledge the same.

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No Content, or any part thereof, is to be taken as (a) investment, legal, tax or other advice; (b) a recommendation as to the suitability of any Service for you; (c) an offer or invitation to sell or buy an investment; (d) a solicitation of an offer to buy an investment; or (e) such other activity that may be regulated under Singapore law. Please contact a professional advisor if you require this, pursuant to the foregoing.

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The TopTraders platform may contain links to external websites that are not maintained by Simple2Trade. Simple2Trade exercises reasonable due care and diligence in linking the TopTraders platform to such websites. However, Simple2Trade has ultimately no control over such websites and their resources. Users acknowledge the foregoing and agree that Simple2Trade is not responsible nor liable for any damage, loss or injury arising from (or in connection to) the availability, contents, or the linking to such websites; and Simple2Trade disclaims all responsibility and liability thereto. Such damage, loss or injury in the foregoing may occur directly or indirectly, purposefully or incidentally, be caused or alleged to be caused, whether by action or omission, from any virus, spyware, malware, worms, errors or damaging materials (but not limited to these) contained in such external websites. Users agree to assess their own risk with regard to the external websites, as pursuant and to the foregoing.

Risk Warranty on Trading

TopTraders Services do not provide any trading services directly to Users. In case any such trading related service provided by us functions only as intermediary, with the actual trading activity occurring on platforms or instruments made available by our associated broker(s). Trading has risks, and may result in profit or loss. In particular, trading in leveraged instruments (such as but not limited to, foreign exchange, CFDs, Precious Metals) can be very speculative; and losses and profits may fluctuate both violently and rapidly. Users acknowledge the foregoing and agree that they trade at their own risk and we recommend Users contact professional advisors as necessary. Further to this, Simple2Trade makes no representation nor warranty in relation to the associated but external broker(s)' trading platform(s), that (a) the functions contained in or the contents of such platform, or the access to such platform, will be timely, uninterrupted or error free without omission; (b) that defects will be corrected; or (c) that such platform and its contents are free from infection by computer viruses, and/or other harmful or corrupting code, however caused. Simple2Trade further disclaims all liability with regard to the foregoing in this provision.

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In addition to any other part of this disclaimer, Simple2Trade shall not be liable for any damage, loss or injury by Visitors / Users occurring from loss of use of data; loss of opportunity; loss of goodwill; loss of profits (whether real or anticipated); loss to third parties, arising of or in any way connected with the use and performance of the platforms and Services; or for any information procured from any of our platforms, or an associated broker's trading platform, or our website. Such damage, loss or injury may occur directly or indirectly, purposefully or incidentally, be caused or alleged to be caused, whether by action or omission.

Hold Harmless

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pecuniary losses which Simple2Trade and its indemnified parties may sustain, incur, suffer or that is arising out of, in connection with, or pursuant to access to or use of the Services.

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Severability

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