
Terms and Conditions

DEFINITIONS

In these terms, conditions and privacy policy; "TrackRecord" means TrackRecord Pte. Ltd, owners of the subscription products. "Subscriber", "Customer" or "You" refers to a subscriber to TrackRecord's subscription products.

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We may change these Terms and Conditions from time to time. Check before subscribing to TrackRecord's products.

SECTION 1 - CUSTOMER SERVICE ENQUIRES

Email info@trackrecordasia.com.

SECTION 2 - INCLUSIONS AND FREE SUBSCRIPTIONS

If TrackRecord grants you access to a free subscription and you do not cancel or opt out of the subscription period prior to the expiry of the term, you will automatically be converted to a paid subscription upon expiry of the term. You may cancel or opt out of the free subscription online or by contacting us at info@trackrecordasia.com

SECTION 3 - PRICING AND PAYMENTS

Subscription prices are in SGD unless otherwise stated. Foreign exchange rates will apply if payment is made in a foreign currency and the rates will be determined by the payment processing company. Subscriber's payment details must be verified before the subscription can be activated unless arranged otherwise.

It is the subscriber's responsibility to ensure that the credit card details (or any other acceptable modes of payment by the payment processing company) you have provided are valid. If your payment method is not received on a timely basis, expires and you do not edit your payment method or cancel your account, the subscription may be terminated. TrackRecord reserves the right to reject any subscription order at any time.

You agree to pay the price of your subscription, and all applicable fees, which will be stated clearly at the time of your order. You also agree to the billing frequency stated at the time of your order, if applicable. All charges, other than specified in the Cancellation policy, are non-refundable.

The subscription fee will be billed at the beginning of your Subscription term or expiration of your free trial period unless and until you cancel your subscription is otherwise suspended or discontinued pursuant to these Terms. We automatically bill your Payment Method periodically, based on the length of your subscription.

For example, for a one-month subscription we bill your Payment Method each month. We will bill you in each payment month on the calendar day corresponding to the commencement of your Subscription. In the event

your Subscription began on a day not contained in a given month, we bill your Payment Method on the last day of such month.

You acknowledge that the amount billed for each payment period may vary due to promotional offers, changes in your Subscription plan, and changes in applicable taxes, and you authorize us to charge your Payment Method for the corresponding amounts.

If Company changes the subscription fee or other charges for the subscription product(s) from time to time, we will give you advance notice of these changes.
TrackRecord reserves the right to change the price list at any time, upon prior notice to you.

Any promotion and discount eligibility is determined at the time of order.

SECTION 4 - RENEWALS

Renewal reminders are sent in advance of the subscription's annual expiry date to ensure the subscribers opportunity for uninterrupted delivery. Monthly subscriptions are automatically renewed every month without any notice.

SECTION 5 - SHIPPING AND DELIVERY

Subscription start date is listed in the confirmation email upon payment. Subscribers will receive the next available issue. If you do not receive your subscription product as expected, or have any questions regarding your order, please email info@trackrecordasia.com

SECTION 6 - SUBSCRIPTION REFUNDS/CANCELLATIONS

Monthly Subscription Products: Subscriptions are automatically renewed every month. If you wish to cancel a subscription for the following month, please send an email to info@trackrecordasia.com requesting for cancellation. Please note that if your cancellation occurs before the end of the subscription term (i.e. end of the month), no refunds will be made available for the remaining number of days in the month of your cancellation.

Annual Subscription Products: If you wish to cancel a subscription before the end of the subscription term (i.e. 12 months), you may request to cancel and refund within the first month of the 12-month period. Please send an email to info@trackrecordasia.com requesting to cancel your subscription. No refunds will be made available after the first month of subscription.

SECTION 7 - ONLINE STORE TERMS

By purchasing, acquiring, redeeming or using a TrackRecord subscription, you agree to be bound by our Terms and Conditions. By agreeing to these Terms & Conditions, you represent that you are at least the age of majority in your state or province of residence, or that you are the age of majority in your state or province of residence and you have given us your consent to allow any of your minor dependents to use these subscription product(s).

You may not use our products for any illegal or unauthorized purpose nor may you, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws). You must not transmit any worms, viruses or any code of a destructive nature.

A breach or violation of any of the Terms and Conditions will result in an immediate termination of your subscription and you will not be eligible for any refund.

SECTION 8 - GENERAL CONDITIONS

We reserve the right to refuse the subscription product(s) to anyone for any reason at any time. You understand that your content (not including credit card information), may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.

You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the subscription product(s), use of the subscription product(s), or access to the subscription product(s), without express written permission by us. The headings used in this agreement are included for convenience only and will not limit or otherwise affect these Terms.

SECTION 9 - MODIFICATIONS TO THE SERVICE AND PRICES

We reserve the right at any time, without prior notice to

- Change the terms and conditions;
- Change the subscription product(s), including eliminating or discontinuing any content;
- Modify or discontinue the subscription product(s) (or any part or content thereof);
- Change the prices for our product(s); or
- Impose fees, charges or other conditions for use of the subscription product(s) or parts thereof

We shall not be liable to you or to any third-party for any of the above modification, price change, suspension or discontinuance of the subscription product(s). Your continued use of or access to the subscription product(s) following the posting of any changes to these Terms and Conditions constitutes acceptance of those changes.

SECTION 10 - ACCURACY OF BILLING AND ACCOUNT INFORMATION

You agree to provide current, complete and accurate purchase and account information for all purchases. You agree to promptly update your account and other information, including your email address, postal address, billing address, credit card numbers and expiration dates, so that we can complete your transactions and contact you as needed.

SECTION 11 – COPYRIGHT, LINKING POLICY AND TRADEMARKS

The views, opinions and content contained in the subscription product(s) as well as all copyrights, including without limitation, the text, documents, articles, products, software, graphics, photos, sounds, videos, interactive features, services, links, User Submissions (as defined below), third-party Apps, and any other content in the subscription product(s) ("Content") and the trademarks, service marks and logos contained therein are the property of TrackRecord and its third-party licensors or providers. You may access and use the Content, and download and/or print out copies of any content from the subscription product(s), solely for your personal, non-commercial use. If you download or print a copy of the Content for personal use, you must retain all copyright and other proprietary notices contained therein. You acknowledge that you do not acquire any ownership rights by using the subscription product(s). TrackRecord reserves all rights not expressly granted in and to the subscription product(s).

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If you are interested in reprinting, republishing or distributing content from TrackRecord, please contact TrackRecord at info@trackrecordasia.com to obtain written consent.

This section shall survive any termination of these Terms and Conditions

SECTION 12 - ERRORS, INACCURACIES AND OMISSIONS

Occasionally there may be information in our subscription product(s) that contains typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, promotions, offers, product shipping charges, transit times and availability. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information in the subscription product(s) or on any related website is inaccurate at any time without prior notice (including after you have submitted your order).

We undertake no obligation to update, amend or clarify information in the subscription product(s) or on any related website, including without limitation, pricing information, except as required by law.

SECTION 13 - PROHIBITED USES

You may not use, copy, display, sell, license, de-compile, republish, upload, post, transmit, distribute, create derivative works or otherwise exploit Content from the subscription product(s) to online bulletin boards, message boards, newsgroups, chat rooms, or in other any manner, without our prior written permission. Modification of the Content or use of the Content for any purpose other than your own personal, non-commercial use is a violation of our copyright and other proprietary rights, and can subject you to legal liability.

In addition, in connection with your use of the subscription product(s) and its services (including by sending private messages to other registered users of the subscription product(s)), you agree not to:

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You also agree to comply with all applicable laws, rules and regulations in connection with your use of the subscription product(s) and the content made available therein.

In order to access some of the services of the subscription product(s), you may have to create an account. By creating this account, you agree to the following:

- You may only maintain a single account;
- You may never share your account user name or password or knowingly provide or authorize access to your account
- You may never use another user's account without permission;
- When creating your account, you must provide accurate and complete information;
- You are solely responsible for the activity that occurs on your account, and you must keep your account password secure;
- You must notify us immediately of any breach of security or unauthorized use of your account;

You will be liable for any use made of your account or password and the losses of TrackRecord or others due to such unauthorized use. We will not be liable for your losses caused by any unauthorized use of your account.

TrackRecord has the right to terminate your access to the subscription product(s), in its sole discretion.

In addition to other prohibitions as set forth in the Terms and Conditions, you are prohibited from using the subscription product(s) or its content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the subscription product(s) or of any related website, other websites, or the Internet; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of the subscription product(s) or any related website, other websites, or the Internet. We reserve the right to terminate your use of the subscription product(s) or any related website for violating any of the prohibited uses.

SECTION 14 – MONITORING CONTENT, ONLINE RULES OF CONDUCT

TrackRecord has the right in its sole discretion and without further notice to you, to monitor, censor, edit, move, delete, and/or remove any Content posted on its subscription product(s) or any Content transmitted by direct messaging or by any other method to or from your user account at any time and for any reason. Without limiting the foregoing, TrackRecord has the right to delete any comment or Content that it believes, in its sole discretion, does or may violate the Terms and Conditions of the subscription product(s) by you.

On user-generated content and comments, TrackRecord reserves the right to remove content that violates one of the following principles, as determined by TrackRecord, at our discretion:

- No incitement to hatred. Material that promotes hatred toward groups based on race or ethnic origin, religion, disability, gender, age, veteran status, or sexual orientation/gender identity will be removed.
- No pornography or pedophilia
- No direct or veiled threats against any person or group of people.
- No copyright infringement
- No plagiarism. This includes posting content verbatim from other sources without proper attribution and/or repurposing content from other sources and presenting it without reference to the content's creator.
- No publishing of other people's private and confidential information, such as credit card numbers, Social Security Numbers, and driver's and other license numbers.
- No impersonation of others in a manner that is intended to or does mislead or confuse others.
- No use for unlawful purposes or for promotion of dangerous and illegal activities. Your account may be terminated and you may be reported to the appropriate authorities.

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- No spamming, link-spamming or transmitting malware and viruses.
 - No personal attacks.
 - No profanity or vulgarity.
 - No business solicitations or advertising.
 - No inappropriate, unethical or misleading behavior.

Important note: TrackRecord encourages civil, thought-provoking debate and idea-sharing among investors and stock-market followers. In order to maintain a level of discourse appropriate to our user base, we are strongly opposed to trolling, uncivilized discussion, mudslinging, inappropriate language, and blanket dismissal of others' ideas. At our discretion, we may delete comments, and block/delete accounts of users we believe lower the level of discourse and courtesy we strive to engender.

Moderating decisions are subjective, and we strive to make them carefully and consistently. Due to the volume of content, we cannot review moderation decisions with users and cannot reverse decisions. Our content is intended to serve as a discussion center for thoughtful users who make their own investment decisions, with or without the help of a broker. They are not the place for stock touters, cheerleaders or hypesters. We strongly encourage all participants to disclose any positions they have in stocks being discussed.

Without derogating from the above, TrackRecord editors, at their discretion, may refrain from posting or remove User Submissions that violate these standards or which are otherwise inappropriate. These standards are designed to ensure that the dialogue on the subscription product(s) is credible, responsible, intelligent and informative. We cannot guarantee that users will tell the truth, and we will not monitor the veracity of names and positions or the content of any posts. However, by setting out the above guidelines, we hope to raise the credibility of the discussion and foster a spirit of open, honest exchanges of information. If you have any comments on our policies, or complaints or concerns of any kind about any posts, please contact us at info@trackrecordasia.com. We will review all of the information that you communicate to us, but we may not be able to take action or respond directly to each email.

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TrackRecord will use commercially reasonable efforts to attribute material User Submissions to the author. If you provide any feedback or suggestions to TrackRecord regarding the subscription product(s) or TrackRecord's services, including without limitation in response to a survey or in connection with a particular User Submission (collectively, "Feedback"), TrackRecord may use such Feedback for any purpose, including without limitation to provide it to authors on their dashboard. In order that we may incorporate such Feedback into TrackRecord's subscription product(s) and/or services, TrackRecord alone will own all right, title and interest, including all related intellectual property rights, in and to all such Feedback and you hereby assign such Feedback to TrackRecord free of charge.

When you post any User Submission on the subscription product(s), you also agree to abide by the following disclosure rules:

- To disclose the existence at the time of writing of a long or short position (including stocks, options or other instruments) in any stock mentioned in any User Submission
- You may not write about a stock with the intention to boost or reduce the stock's price and sell (or buy) the stock into the resulting strength or weakness.

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- If you intend at the time of writing to sell or buy a stock within three days of publication of a User Submission that discusses that stock, you must disclose this.
 - Abide by the following conflict of interest rule: You will disclose any material relationships with companies whose stocks you write about in a User Submission or parties that stand to gain in any way from the viewpoint you are outlining. Examples: You must disclose if you are employed by a company whose stock you are writing about; perform consulting for a company you write about; receive paid advertising revenue or any other form of sponsorship fee from a company you write about. This applies to narrow asset classes as well. For example, if you are paid to promote a gold dealer, that must be disclosed in any User Submission about gold.
 - If you choose an alias, be responsible for all statements made and acts or omissions that occur by use of your alias.
 - Waive all rights against TrackRecord and hold TrackRecord harmless relating to any claims relating to any action taken by TrackRecord as part of its investigation of a suspected violation or result of its conclusion that a violation of these Terms and Conditions has occurred, including but not limited to the removal of User Submission from the subscription product(s) or a suspension or termination of your access to the subscription product(s).

Maintain and promptly update your registration data to keep it true, accurate, current and complete.

You agree not to:

- Choose an alias that is threatening, abusive, offensive, harassing, derisive, defamatory, vulgar, obscene, libelous, hatefully, racially, ethnically or otherwise or objectionable.
- Post or transmit any Content that you either know or should know is false, deceptive or misleading, or misrepresent or deceive others as to the source, accuracy, integrity or completeness of any comment you post.
- Post or transmit any Content that is unlawful, harmful or injurious to others, contains software viruses, or other harmful computer code, files or programs, threatening, abusive, offensive, harassing, derisive, defamatory, vulgar, obscene, libelous, hatefully, racially, ethnically or otherwise tortious or objectionable.
- Post or transmit any Content that does or may invade the privacy or violate or infringe on any rights of others, including, without limitation, copyrights and other intellectual property rights.
- By use of your alias or in any comment, impersonate any person or entity, falsely or deceptively state, infer or otherwise misrepresent your affiliation with or connection to any person or entity.
- Post or transmit any Content which, either the act of posting or the comment itself, you do not have a right to do under any law, regulation or order of any court, or as a result of an employment, contractual, fiduciary or other legal obligation or relationship.
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SECTION 17 - INDEMNIFICATION

You agree to indemnify, defend and hold harmless TrackRecord Pte. Ltd and our subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of your breach of these Terms and Conditions or the documents they incorporate by reference, or your violation of any law or the rights of a third-party. This defense and indemnification obligation will survive these Terms and Conditions and your use of the subscription product(s).

SECTION 18 - SEVERABILITY

In the event that any provision of these Terms and Conditions is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms and Conditions, such determination shall not affect the validity and enforceability of any other remaining provisions.

SECTION 19 - TERMINATION

The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this agreement for all purposes.

These Terms and Conditions are effective unless and until terminated by either you or us. You may terminate these Terms and Conditions at any time by notifying us that you no longer wish to use our subscription product(s). If in our sole judgment you fail, or we suspect that you have failed, to comply with any term or provision of these Terms and Conditions, we also may terminate this agreement at any time without notice and you will remain liable for all amounts due up to and including the date of termination; and/or accordingly may deny you access to our subscription product(s) (or any part thereof).

SECTION 20 - ENTIRE AGREEMENT

The failure of us to exercise or enforce any right or provision of these Terms and Conditions shall not constitute a waiver of such right or provision.

These Terms and Conditions and any policies or operating rules posted by us on this site or in respect to the subscription product(s) constitutes the entire agreement and understanding between you and us and govern your use of the subscription product(s), superseding any prior or contemporaneous agreements, Communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms and Conditions).

Any ambiguities in the interpretation of these Terms and Conditions shall not be construed against the drafting party.

SECTION 21 - GOVERNING LAW

These Terms and Conditions and any separate agreements whereby we provide you the subscription product(s) shall be governed by and construed in accordance with the laws of the state of Singapore.

SECTION 22 - CHANGES TO TERMS AND CONDITIONS

You can review the most current version of the Terms and Conditions at any time by requesting it via email to info@trackrecordasia.com

We reserve the right, at our sole discretion, to update, change or replace any part of these Terms and Conditions by posting updates and changes to our website. It is your responsibility to check our website periodically for changes.

SECTION 23 - TERMS AND CONDITIONS CONTACT INFORMATION

Questions about TrackRecord Pte Ltd's Terms and Conditions should be sent to us at info@trackrecordasia.com.