

Terms of Use & Privacy Policy

Dated 15 February 2017

Terms of Use of the Application

By downloading or using this application (the “Application”), these terms will automatically apply to you – please read them carefully before using the Application.

We are offering you this Application to use for your own personal use without cost, but the Application itself, and all trade marks, copyright, database rights and other intellectual property rights related to it, still belong to Systematica Investments Limited (“SIL”). In particular, all content including images and videos in the Application are the property of SIL and you may not reproduce such content in any form.

You should be aware that you cannot send it on to anyone else, and you’re not allowed to copy, translate or modify the Application, any part of the Application, or our trademarks in any way. You also may not attempt to extract the source code of the Application.

SIL is committed to ensuring that the Application is as useful and efficient as possible. For that reason, we reserve the right to make changes to the Application or to charge for its services, at any time and for any reason. You agree that we may access, store and use any information that you provide in accordance with the terms of the Privacy Policy below.

We do not accept any liability for any injuries, damage or losses you may incur as a result of your use of the Application.

We recommend that you do not jailbreak or root your phone. It could make your phone vulnerable to malware/viruses/malicious programs, compromise your phone’s security features and it could mean that the Application won’t work properly or at all.

We offer the Application to you as-is and we are not responsible for the Application not working at full functionality. If you’re using the Application outside of an area with Wi-Fi, you should remember that your terms of agreement with your mobile network provider will still apply. As a result, you may be charged by your mobile provider for the cost of data for the duration of the connection while accessing the Application, or other third party charges.

In using the Application, you’re accepting responsibility for any such charges, including roaming data charges if you use the Application outside of your home territory (i.e. region or country) without turning off data roaming.

We may update the Application at any point in time. The Application is currently available on Android and/or iOS – the requirements for both systems may change, and you’ll need to download the updates if you want to keep using the app.

SIL does not provide any guarantee that it will always update the Application so that it is relevant to you and/or works with the iOS/Android version that you have installed on your device.

We may also wish to stop providing the Application, and may terminate use of it at any time without giving notice of termination to you. Unless we tell you otherwise, upon any termination, (a) the rights and licenses granted to you in these terms will end; (b) you must stop using the Application, and (if needed) delete it from your device.

Privacy Policy

What information does the Application obtain and how is it used?

User Provided Information

The Application obtains the information you provide when you download and use the Application.

When you use or register an account on the Application, you generally provide (a) your name, email address, age, user name, password and other registration information; (b) transaction-related information, such as when you make purchases, respond to any offers, or download or use applications from us; (c) information you provide us when you contact us for help; (d) credit card information for purchase and use of the Application, and; (e) information you enter into our system when using the Application, such as contact information and other Application related information (together, the "User Provided Information").

We may also use the User Provided Information you provided us to contact you from time to time to provide you with important information, required notices and marketing promotions.

Automatically Collected Information

In addition, the Application may collect certain information automatically, including, but not limited to, the type of mobile device you use, your mobile device's unique device ID, the IP address of your mobile device, your mobile operating system, the type of mobile Internet browsers you use, and information about the way you use the Application (together, the "Automatically Collected Information").

Does the Application collect precise real time location information of the device?

This Application does not collect precise information about the location of your mobile device, except in cases where precise real-time information is required for proper functioning of the Application.

Do third parties see and/or have access to information obtained by the Application?

Only aggregated, anonymized data is periodically transmitted to external services to help us improve the Application and our service. We will share your information with third parties only in the ways that are described in this privacy statement.

We may disclose User Provided Information and Automatically Collected Information:

- as required by law, such as to comply with a subpoena, or similar legal process;
- when we believe in good faith that disclosure is necessary to protect our rights, protect your safety or the safety of others, investigate fraud, or respond to a government request;
- with our trusted services providers who work on our behalf, do not have an independent use of the information we disclose to them, and have agreed to adhere to the rules set forth in this privacy statement.
- if SIL is involved in a merger, acquisition, or sale of all or a portion of its assets, you will be notified via email and/or a prominent notice on our website of any change in ownership or uses of this information, as well as any choices you may have regarding this information.

What are my opt-out rights?

You can stop all collection of information by the Application easily by uninstalling the Application. You may use the standard uninstall processes as may be available as part of your mobile device or via the mobile application marketplace or network.

Data Retention Policy, Managing Your Information

We will retain User Provided Information for as long as you use the Application and for a reasonable time thereafter. We will retain Automatically Collected information for up to 24 months and thereafter may store it in aggregate. Please note that some or all of the User Provided Information may be required in order for the Application to function properly.

Children

We do not use the Application to knowingly solicit data from or market to children under the age of 13. If a parent or guardian becomes aware that his or her child has provided us with information without their consent, he or she should contact us at [email address?]. We will delete such information from our files within a reasonable time.

Security

We are concerned about safeguarding the confidentiality of your information. We provide physical, electronic, and procedural safeguards to protect information we process and maintain. For example, we limit access to this information to authorized employees and contractors who need to know that information in order to operate, develop or improve our Application. Please be aware that, although we endeavour provide reasonable security for information we process and maintain, no security system can prevent all potential security breaches.

Changes

This Privacy Policy may be updated from time to time for any reason. We will notify you of any changes to our Privacy Policy by posting the new Privacy Policy here and informing you via email or text message. You are advised to consult this Privacy Policy regularly for any changes, as continued use is deemed approval of all changes. You can check the history of this policy by clicking here.

Your Consent

By using the Application, you are consenting to our processing of your information as set forth in this Privacy Policy now and as amended by us. "Processing," means using cookies on a computer/hand held device or using or touching information in any way, including, but not limited to, collecting, storing, deleting, using, combining and disclosing information, all of which activities will take place in the Singapore. If you reside outside the Singapore your information will be transferred, processed and stored there under Singapore privacy standards.