



John Keells Stock Brokers (Pvt) Ltd.

Terms & Conditions of Internet Trading Services

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Company Registration No. PV 89

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Terms & Conditions of Internet Trading Services

Please take a moment to read these Terms and Conditions carefully.

THE FOLLOWING TERMS AND CONDITIONS APPLY TO YOUR ACCESS AND THE USE OF THIS WEBSITE AND THE SERVICES PROVIDED HEREIN BY JOHN KEELLS STOCK BROKERS (PVT) LTD BY ACCESSING ANY PAGE OF THIS WEBSITE AND/OR USING THE SERVICES, YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS WITHOUT LIMITATION OR QUALIFICATION.

FROM TIME TO TIME, WE MAY NEED TO REVISE THESE TERMS AND CONDITIONS, IN WHICH CASE WE WILL POST THE REVISED TERMS AND CONDITIONS ON THIS WEBSITE. IF YOU CHOOSE TO CONTINUE USING THIS WEBSITE AFTER ANY REVISION TO THESE TERMS AND CONDITIONS, YOU SHALL BE DEEMED TO HAVE ACCEPTED THE REVISED TERMS AND CONDITIONS ACCORDINGLY.

IF YOU CHOOSE NOT TO ACCEPT THESE TERMS AND CONDITIONS, PLEASE IMMEDIATELY DISCONTINUE YOUR ACCESS TO THIS WEBSITE AND/OR USE OF THE SERVICES.

1. General

The term "JKSB" as used in these terms and conditions refers to John Keells Stock Brokers (Pvt) Ltd.

All products and services of JKSB provided are subject to the terms and conditions of the applicable agreements governing their use. These terms and conditions are meant to regulate your access to this website and they are to be read together with the applicable terms and conditions governing any transaction(s), product(s) and/or service(s) provided in this website. In the event of conflict between these terms and conditions and the terms and conditions governing the relevant transaction(s), product(s) and/or service(s) provided herein, the latter will prevail.

The information, material, functions and content provided in the pages of the website may be changed from time to time with or without notice at JKSB's absolute discretion. Your continued access or use of the website and/or the services provided herein subsequent to any such change will be deemed as your acceptance to those changes.

2. Disclaimer

The materials and information in this website, including but not limited to services, products, information, data, text, graphics, audio, video, links or other items, are provided by JKSB on an "as is" and "as available" basis. References to material and information contained in the website include such material and information provided by third parties.

JKSB does not make any express or implied warranties, representations or endorsements including but not limited to any warranties of title, non-infringement, merchantability, usefulness, operation, completeness, currentness, accuracy, satisfactory quality, reliability, fitness for a particular purpose in respect of the website, the material, information and/or functions therein and expressly disclaims liability for errors and omissions in such materials, information and/or functions. Without derogation of the above and/or the terms and conditions of the applicable agreements governing all the products and services of JKSB, reasonable measures will be taken by JKSB to ensure the accuracy and validity of all information relating to transactions and products of JKSB which originate exclusively from JKSB.

Further JKSB does not warrant or represent that access to the whole or part(s) of this website, the materials, information and/or functions contained therein will be provided uninterrupted or free from errors or that any identified defect will be corrected, or that there will be no delays, failures, errors or loss of transmitted information, that no viruses or other contaminating or destructive properties will be transmitted or that no damage will occur to your computer system.

The materials, information and functions provided in this website shall not under any circumstances be considered or construed as an offer or solicitation to sell, buy, give, take, issue, allot or transfer, or as the giving of any advice in respect of shares, stocks, bonds, notes, interests, unit trusts, mutual funds or other securities, investments, loans, advances, credits or deposits in any jurisdiction.

You shall be responsible to evaluate the quality, adequacy, completeness, currentness and usefulness of all services, content, advice, opinions and other information obtained or accessible through the website; further you should seek professional advice at all times and obtain independent verification of the materials and information provided herein prior to making any investment, business or commercial decision based on any such materials or information.

3. Links

Links from or to websites outside this website are meant for convenience only. Such linked websites are owned and operated by third parties and as such are not under the control of JKSB shall not be responsible and makes no warranties in respect of the contents of those websites, the third parties named therein or their products and services. Furthermore, the links provided in this website shall not be considered an endorsement or verification or approval of such linked websites or the contents therein. Linking to any other site is at your sole risk and JKSB will not be responsible or liable for any damages in connection with linking. It is

advisable for you to read the privacy policy statements (if any) of any websites which are linked to this website.

4. Copyright

Unless otherwise indicated, the copyright in this website and its contents, including but not limited to the text, images, graphics, sound files, animation files, video files, and their arrangement, are the property of JKSB, and are protected by applicable Sri Lankan and international copyright laws. No part or parts of this website may be modified, copied, distributed, retransmitted, broadcast, displayed, performed, reproduced, published, licensed, transferred, sold or commercially dealt with in any manner without the express prior written consent of JKSB.

You also may not, without JKSB's expressed prior written consent, insert a link to this website on any other website, frame or "mirror" any material contained on this website on any other server.

Any such unauthorised reproduction, retransmission or other copying or modification of any of the contents of JKSB's website may be in breach of statutory or common law rights which could be the subject of legal action.

JKSB disclaims all liability which may arise from any unauthorised reproduction or use of the contents of JKSB's website.

5. Trademarks

All trademarks, service marks, and logos displayed in this website are the property of JKSB and/or their respective third party proprietors as identified in the website.

Unless the prior written consent of JKSB or the relevant third party proprietor of any of the trademarks, service marks or logos appearing on the website has been obtained, no license or right is granted to any party accessing this website to use, download, reproduce, copy or modify such trademarks, services marks or logos. Similarly, unless the prior written consent of JKSB or the relevant proprietor has been obtained, no such trademark, service mark or logo may be used as a link or to mark any link to JKSB's website or any other site.

6. Exclusion of Liability

JKSB herein shall in no event be liable for any loss or damages howsoever arising whether in contract, tort, negligence, strict liability or any other basis, including without limitation, direct or indirect, special, incidental, consequential or punitive damages, or loss profits or savings arising in connection with your access or use or the inability to access or use this website (or any third party link to or from JKSB's website), reliance on the information contained in the website, any technical, hardware or software failure of any kind, the interruption, error, omission, delay in operation, computer viruses, or otherwise.

This exclusion clause shall take effect to the fullest extent permitted by law.

7. Indemnity

You hereby irrevocably agree to indemnify and keep indemnified JKSB from all liabilities, claims, losses and expenses, including any legal fees that may be incurred by JKSB in connection with or arising from (1) your use or misuse of this website and the services provided herein, or (2) your breach of these terms and conditions howsoever occasioned, or (3) any intellectual property right or proprietary right infringement claim made by a third party against JKSB in connection with your use of this website.

8. Termination

JKSB reserves the right to terminate and/or suspend your access to this website and/or your use of this website at any time, for any reason. In particular, and without limitation, JKSB may terminate and/or suspend your access should you violate any of these terms and conditions, or violate the rights of JKSB, of any other user, or of any third party.

9. Miscellaneous

The failure of JKSB to exercise or enforce any right or provision of these terms and conditions shall not constitute a waiver of such right or provision.

If any part of these terms and conditions is determined to be invalid or unenforceable pursuant to applicable law, then the invalid and unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the other provisions of the terms and conditions shall continue in full force and effect.

Any rights not expressly granted herein are reserved.

10. Law and Jurisdiction

These terms and conditions are governed by and are to be construed in accordance with the laws of Sri Lanka. By accessing this website and/or using the services provided herein by JKSB, you hereby consent to the exclusive jurisdiction of the Sri Lankan courts in Colombo, Sri Lanka in all disputes arising out of or relating to the use of this website.

JKSB makes no representation that the materials, information, functions and/or services provided on this website are appropriate or available for use in jurisdictions other than Sri Lanka.

The following Terms and Conditions explain your responsibilities and obligations relating to your use of the "Internet Trading Services" (as defined below)

Definitions

The following words and expressions carry the following meaning

"Account"

Means your account maintained with JKSB.

"Account Holder"

Means you, a customer of JKSB and registered for use of the Internet Trading Services.

"Account Terms"

Means the terms and conditions of the relevant Account(s) which may be accessed through the Internet Trading Services.

"Affiliate"

Means any third party offering products, services, content and information on the JKSB's website.

"JKSB"

Means John Keells Stock Brokers (Pvt) Ltd, a company incorporated in Sri Lanka having its registered office at 186, Vauxhall Street, Colombo 02.

"Trading Services"

Means products and services of JKSB

"Business Day"

Means any day from Monday to Friday on which JKSB is open for business in Colombo, Sri Lanka.

"Instruction"

Means instruction given by yourself in respect of your Account(s) or any other transaction using the Internet Trading Services.

"Internet"

Means the global network of computers and telecommunications systems which facilitate communication.

"Internet Trading Services"

Means the Trading Services and any other products and services, which you may access through the Internet, upon the correct input of your Username and Password.

"Network Service Provider"

Means any Internet service provider providing connection to the Internet.

"Username"

Means a unique name made up of a string of characters chosen by you which must be keyed in by

you in order for the Internet Trading Services system to associate the Username with your user profile and Account(s).

"Password"

Means a unique string of characters chosen by you and known only to you and recorded in JKSB's computer system, which must be keyed in by you for authentication of your Username and grant of access to the Internet Trading Services.

"Terms and Conditions"

Means these Terms and Conditions governing the use of the Internet Trading Services.

1 Application to Subscribe to the Internet Trading Services

- 1.1 You may apply to use the Internet Trading Services subject at all times to JKSB's absolute discretion whether to reject or accept your application.
- 1.2 Where JKSB has rejected your application, JKSB is not obliged to provide any reason for such rejection or to respond to any request for information.

2 Account Terms and Conditions

- 2.1 When you use the Internet Trading Services, you must comply with the Terms & Conditions and other applicable terms relating to your Account, Trading Services, Third Party Accounts.
- 2.2 Where these Terms and Conditions contradict the terms and conditions referred to in clause 2.1 above, these Terms & Conditions shall prevail to the extent of such contradiction.

3 Acceptance of Terms and Conditions

- 3.1 You agree that the use of the Internet Trading Services by you, will constitute your acceptance of these Terms and Conditions as well as to the inherent risks in conducting any transaction over the Internet.
- 3.2 JKSB recommends that you store or print a copy of these Terms and Conditions for your records.

4 Equipment, Software and Network Access

- 4.1 You are solely responsible for the installation, maintenance and operation of your personal computer terminal, for the software used in accessing the Internet Trading Services and the maintenance of an account with a Network Service Provider to enable you to access the Internet Trading Services.
- 4.2 You understand that you will gain access to the Internet Trading Services through your Network Service Provider and to that extent your access to the Internet

Trading Services will be subject to the Network Service Provider's terms & conditions.

- 4.3 You agree that it is your obligation to ensure that the personal computer terminal and software used in accessing the Internet Trading Services meet the minimum criteria specified by JKSB from time to time.

5 Gaining Access to the Internet Trading Services

- 5.1 If you have an Account with JKSB which you wish to access via the Internet Trading Services, you may subscribe to the same with the following procedure:
- 5.1.1 Send an e-mail/fax to JKSB requesting for a User name & Password.
 - 5.1.2 For your first time logon, you would be required to key in the Username and Password issued to you by JKSB, in the relevant logon page on JKSB Web site.
 - 5.1.3 You are advised to change your password immediately after logging into Internet Trading Services for the first time.
- 5.2 You agree that JKSB has the right to invalidate your Username and Password without being obliged to offer you any explanation or prior notice and that you will not hold JKSB liable for any loss or damage which you may suffer as a result of such invalidation of your Username and Password.
- 5.3 You may change your Username & Password at anytime but any changes will be effective if accepted by JKSB. You agree that you must keep both your Username & Password secret and secure and exercise reasonable care to prevent unauthorized access and/or use.
- 5.4 Once you have logged on to the Internet Trading Services, you must not leave the terminal or other devices from which you have accessed the Internet Trading Services at anytime or let anyone else use it until you have logged off.. You are responsible for ensuring that you have logged off the service at the end of each session.
- 5.5 We may have to request from you your Username, (but not your Password) in order to provide maintenance services to you. If you supply us with your Username we will keep it secret. NEVER SUPPLY YOUR PASSWORD TO ANYONE.
- 5.6 Should you have any reason to believe that any of your Passwords have been misused and/or compromised by disclosure, discovery or you must inform JKSB immediately.

6 Internet Trading Services

- 6.1 Upon the activation of the Internet Trading Services, you will be able to access the Trading Services that JKSB may from time to time make available to you on the website.
- 6.2 When JKSB introduces new services under the Internet Trading Services, JKSB may provide them on such supplementary terms notified to you.
- 6.3 You agree and accept that any Instructions which you may issue shall at all times be subject to such limits and conditions as may be fixed or specified by JKSB from time to time at its absolute discretion.
- 6.4 You shall ensure that there are sufficient cleared funds at all times available in your Account(s) to perform any of your Trading Instructions.
- 6.5 You agree that JKSB is entitled to debit your Account(s) to effect any transaction instructed by you.
- 6.6 In the event there be overdue debits in your Account with JKSB as a result of your Trading Instructions being carried out, or otherwise, you agree that you shall on demand by JKSB pay into your Account the overdue amount inclusive of interest thereon which shall be calculated based on JKSB's then current overdraft interest rate.
- 6.7 You agree that JKSB has the absolute right to add, suspend, limit, withdraw, cancel or vary any transactions, facilities, services and products that can be accessed by you through the Internet Trading Services and the scope and/or extent of such transactions, facilities, services and products.

7 Instructions

- 7.1 You hereby agree that it is your responsibility to review the Transaction Record pertaining to any Internet Trading Services transaction initiated by you.
- 7.2 Should you have any reason to believe that an Instruction has not been accurately or completely received by JKSB, you shall inform JKSB immediately after transmission of the relevant Instruction(s).
- 7.3 Any Instructions to JKSB for cancellation, revocation, reversal or amendment or clarification of your earlier Instructions, can only be effected, if your request is received and effected before the earlier Instruction is executed.
- 7.4 JKSB reserves the right at its sole discretion, to refuse to carry out any of your Instructions where your Instructions are inconsistent with the JKSB's policy or laws or for any other reasons whatsoever.

- 7.5 Where you give Instructions to JKSB to effect transactions in relation to the Internet Trading Services, you shall provide accurate and complete details as required by JKSB.

8 Service Availability

- 8.1 The Internet Trading Services are intended to be available 7 days a week, 24 hours a day but there is no warranty that the same will be available at all times. JKSB will use reasonable efforts to inform you of any or all services under the Internet Trading Services which are not available from time to time.

9 Account Information

- 9.1 JKSB does not warrant the accuracy of any information pertaining to your Account(s), or transactions as reported through the Internet Trading Services. You must ensure that the information you provide to us in relation to the Internet Trading Services is true, complete and updated.
- 9.2 You agree that the information pertaining to your Account(s), or transactions as reported through the Internet Trading Services shall not for any purpose whatsoever be taken as conclusive of the status of your Account(s), Third Party Account(s) or transaction.

10 Online Stocks

- 10.1 All opinions, information and recommendations on investments are not developed or endorsed by JKSB, and they shall not be construed as amounting to offers, invitations or solicitation to buy or sell the investments concerned.
- 10.2 JKSB does not offer and/or recommend any advice on investments nor does it offer any investment or financial or financial planning advice. You alone will make trading and other decisions relating to your Account based on your own judgment. We will not be under any duty, and will not provide you with any legal, tax or other advice.
- 10.3 You agree that all orders or transactions made by you through the Internet Trading Services shall be subject to the rules and regulations and standard instructions of JKSB and the Regulations of The Colombo Stock Exchange, Central Depository System, Securities & Exchange Commission of Sri Lanka and any other relevant regulations governing the purchase and sale of shares quoted on the Colombo Stock Exchange in force at any time.
- 10.4 You agree that information on share trading provided under the Internet Trading Services has been independently obtained from sources believed by JKSB to be reliable but its accuracy, completeness and currency is not guaranteed by JKSB. You further agree that JKSB shall not be liable in contract, tort or any other theory of law or equity for any direct and/or indirect loss howsoever arising from the

inaccuracy or completeness or omissions of the information. You are advised to seek advice from relevant consultants and professionals before acting upon any information made available or accessed via the Internet Trading Services.

- 10.5 You hereby agree and acknowledge that JKSB gives no warranty or guarantee of any kind, expressed or implied regarding the accuracy or relevancy or completeness of the information furnished for the share trading service nor the accuracy of any transmitted order and/or instruction to cancel such order.
- 10.6 You understand that while JKSB will use its best endeavours to ensure that all information transmitted or received using the Internet Trading Services is secure and cannot be accessed by unauthorised third parties, JKSB does not warrant the security of any information transmitted by you using the Internet Trading Services. Accordingly, you agree to accept the risk that any information transmitted or received using the Internet Trading Services may be accessed by unauthorised third parties and you agree not to hold JKSB liable for any such unauthorised access or any loss or damage suffered as a result.

11 Disclosure of Customer's Information

- 11.1 We will respect the confidentiality of information acquired from you & also regarding the transactions in your Account. However, we may disclose, divulge or reveal to third parties any information pertaining to your account with JKSB and the transactions there under:
- 11.1.1 to comply with laws and regulations or appropriate government agency or court orders or requests.
 - 11.1.2 to verify the existence and condition of your Account for a third party, such as a credit bureau or merchant.
 - 11.1.3 when it is necessary to complete a transaction.
 - 11.1.4 in connection with examination by Colombo Stock Exchange, Central Depository Systems (Pvt) Ltd, Securities & Exchange Commission of Sri Lanka, Department of Inland Revenue & Banking authorities.
 - 11.1.5 with your written permission.

12 Prevention of Money Laundering and Market Manipulation

- 12.1 You confirm that the funds to be invested for the purchase of securities through your account will not be funds derived from any money laundering activity of funds generated through the financing of terrorist or any other illegal activity.
- 12.2 We have certain responsibilities under the anti-money laundering laws to verify the identity and address of clients and their sources and use of funds. We will need to

make enquiries and obtain information from you for this purpose. You confirm that all information you supply will be accurate and you agree that we may make enquiries of person and have the authority to check certain facts.

- 12.3 You should not execute or cause to be executed purchases or any listed security at successively higher prices, or sales of any such security at successively lower prices, for the purpose of creating or inducing of false, misleading or artificial appearance of activity in such security or for the purpose of unduly or improperly influencing the market price for such security or for the purpose of establishing a price which does not reflect the true state of the market in such security.

13 Liabilities

- 13.1 TO THE EXTENT PERMITTED BY APPLICABLE LAWS, JKSB SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, INDIRECT DAMAGES (INCLUDING LOSS OF PROFITS, LOSS OF OPPORTUNITY, LOSS OF SAVINGS AND BUSINESS INTERRUPTION) OR SPECIAL OR EXEMPLARY DAMAGES (INCURRED OR SUFFERED BY YOU OR ANY OTHER PERSON AS A CONSEQUENCE OF USING THE INTERNET TRADING SERVICES)
- 13.2 Without limiting the generality of clause 13.1 JKSB shall not be responsible or liable for any loss, damage or embarrassment incurred or suffered by you by reason of or arising from:
- 13.2.1 Your failure to furnish timely and/or accurate and/or complete information in relation to or in connection with the transaction or performance of the transaction.
 - 13.2.2 Your failure to maintain sufficient funds in the relevant account or any other third party account to perform any of your instructions.
 - 13.2.3 Your inability to perform any of the transactions due to limits set by JKSB from time to time.
 - 13.2.4 Any failure on your part to follow the latest or current instructions, procedures and directions for using the Internet Trading Services.
 - 13.2.5 Any destruction or alteration of your instructions or any other instructions, data or information transmitted by you through the Internet Trading Services.
 - 13.2.6 Any error(s) in the transmission of your instructions or any other instructions, data or information transmitted by you through the Internet Trading Services or error(s) in transmission by JKSB of any data or information through the Internet Trading Services.

- 13.2.7 Any loss, theft or unauthorized use of any of your User ID's & passwords.
- 13.2.8 The Internet Trading Services not being available or functioning.
- 13.2.9 Any breakdown or malfunction of any equipment, system or software used in connection with the Internet Trading Services, including but not limited to any electronic terminal, server or system, telecommunication device, connection, or system or any part of the system.
- 13.2.10 Any intrusion or attack by any person, hardware, software, virus, Trojan horse, worm and/or macros or other harmful components that may interfere with Internet Trading Services.
- 13.2.11 Any malfunctions of personal computer, related facilities or other software belonging to or operated by you.
- 13.2.12 Any failure or delay caused by browser software, computer virus or related problems attributable to services provided by any Network Service Provider or other software providers.
- 13.2.13 Any delay or failure in any transmission or communication facilities.
- 13.2.14 Your access and/or use of the Internet Trading Services being prohibited, restricted, delayed or otherwise affected by the laws and regulations of the country from where you access the Internet Trading Services.
- 13.2.15 Any loss or damage caused by third parties and any circumstances beyond JKSB's reasonable control.
- 13.3 Due to the nature of the Internet Trading Services, JKSB will not be responsible for any loss of or damage to your data, software, equipment, network access or other equipment used to access the Internet Trading Services.

14 Proprietary Rights

- 14.1 You acknowledge that all proprietary rights and intellectual property rights in the Internet Trading Services (including without limitation, JKSB's website) belongs to JKSB.

15 Fees and Charges

- 15.1 You acknowledge that the JKSB shall be entitled to levy or impose service charges or transaction fees from time to time in respect of your use of or access to the Internet Trading Services.

- 15.2 You acknowledge that you are responsible for all charges imposed by service providers in enabling you to access and/or connect to the Internet Trading Services. You are also responsible for any fees and charges imposed by any Network Service Provider.
- 15.3 Subject to the Account Terms of your Account(s), you acknowledge that JKSB reserves the right to debit your relevant Account(s) for any amounts due under clause 15.1, 15.2 and any Government charges, stamp duties or taxes payable as a result of the use of the Internet Trading Services.

16 International Use

- 16.1 The use of the Internet Trading Services outside of Sri Lanka is subject to the Exchange Control Regulations of Central Bank of Sri Lanka or any fiscal or exchange control requirements operating in the country where the transaction is effected or requested; and the laws and regulations of Sri Lanka and the country where the transaction is effected or requested.
- 16.2 The maximum amount of a transaction and the purpose for which it is effected may be determined by Central Bank of Sri Lanka and the laws and regulations of the country in which the transaction is effected or requested.
- 16.3 You hereby agree that you are using the Internet Trading Services at your own initiative and are responsible for your compliance with local laws.

17 General

- 17.1 You hereby agree that JKSB's records and any records of the Instructions, communications, operations or transactions made or performed, processed or effected through the Internet Trading Services accessed and used via use of your Password and Username and any record of transactions relating to the operation of any of the Internet Trading Services shall be binding and conclusive on you for all purposes whatsoever and shall be conclusive evidence of the transaction and the your liability JKSB.
- 17.2 You agree that JKSB has the sole and absolute right to require you to maintain a minimum balance at any one time in your Account(s). Your failure to maintain such a minimum balance as required by JKSB could at JKSB's discretion result in a penalty being imposed against you or lead to a suspension or termination of the Internet Trading Services as provided for in clause 21.

18 Suspension or Termination of Services

- 18.1 Notwithstanding anything herein to the contrary, JKSB may at any time, in its absolute discretion suspend or terminate your right of access to any of the Internet Trading Services without notice for any reason whatsoever and without any obligation to give any reasons.

- 18.2 JKSB will automatically terminate your right of access to the Internet Trading Services should you cease to maintain any Account(s) with JKSB which can be accessed via the Internet Trading Services or should your access to such Account(s) be restricted by JKSB or any other party for any reason.
- 18.3 You may terminate the Internet Trading Services by giving prior written notice to JKSB. The Internet Trading Services will be cancelled within seven (7) days from the date of JKSB's receipt of the notice of termination and you agree that JKSB shall not be obliged to effect any of your Instructions received on any day falling after the receipt of your notice of termination. JKSB reserves the right to terminate the Internet Trading Services for any reasons whatsoever.

19 Indemnity

- 19.1 You hereby agree to indemnify and keep JKSB indemnified from and against any and all claims, losses, liabilities, cost and expenses (including but not limited to any legal fees) arising directly or indirectly or which may arise out of your breach or violation of these Terms and Conditions or any third party rights or your use or purported use of the Internet Trading Services or due to the delay and/or failure of such Internet Trading Services.

20 Waiver

- 20.1 You agree that the failure of the JKSB, whether continuous or otherwise, to exercise any rights, power, privileges, remedies or provisions of these Terms and Conditions or the JKSB's failure or delay to insist on compliance with any of these clauses shall not constitute a waiver by the JKSB of any such rights, power, privileges, remedies or provisions of these Terms and Conditions.

21 Severability

- 21.1 You agree that if any undertakings and/or part of these Terms and Conditions are held to be invalid or unenforceable pursuant to applicable law, then the invalid and unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and that all other provisions of the Terms and Conditions shall continue in full force and effect.

22 Variations of Terms and Conditions

- 22.1 The JKSB reserves the right to add, modify, delete or vary any of these terms and conditions by way of notice as deemed suitable by the JKSB.
- 22.2 You agree to view these Terms and Conditions regularly and your continued access or use of JKSB's website and/or Internet Trading Services after any such additions, modifications, deletions or variations become effective will constitute your acceptance to the variation of these Terms and Conditions.



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