

DISCLAIMERS, EXCLUSION OF LIABILITY AND TERMS OF SERVICE (FOR INVESTORS)

By clicking “Sign Up”, you confirm that you have read the terms and conditions in its entirety, that you understand them and that you agree to be bound by them. These terms and conditions are applicable to you as an investor (“**Investor**”) seeking to subscribe for securities (“**Securities**”) offered by fundraising entities featured on this Site (each a “**Company/Fund**” and collectively, the “**Companies/Funds**”).

I. General Disclaimer

These Disclaimers, Exclusion of Liability and Terms of Service set out the terms on which DigitalCrowdPte. Ltd. (or its successors and assignees) (“**DigitalCrowd**”, “**We**”, “**Us**”, or “**Our**”) provides its services to you, the Investor (“**You**”) through the pages and the content located at <https://www.digitalcrowd.fund> and all associated sites linked thereat (the “**Site**”). They must be read together with our Privacy Policy, notice of disclaimers, and other policies, terms of agreement, and rules published on this Site, as amended from time to time (collectively, the “**Conditions**”).

DigitalCrowdPte. Ltd. has the right (but not the obligation) to assign its rights under these Conditions to an affiliated entity. In such event, and in the event Our obligations under these Conditions and the provision of Our services are novated to such entity, You will be notified of such change (and any corresponding change to the Conditions) through the email address You have provided to Us, or by via a prominent notice on the Site. Your continued use of the Site after such notification constitutes Your consent to abide and be bound by the Conditions and the services being provided by such affiliated entity.

A reference to this Site includes, without limitation, the information, materials, data, text, images, articles, reports, links, sounds, graphics, and videos displayed herein.

By accessing and using this Site and/or any service offered thereon or as a result of access to this Site (the “**Services**”), whether in person or through an authorised representative, You represent, warrant and undertake and You are presumed by Us to: (i) have notice of, accept, and agree to comply with and be bound by the Conditions; and (ii) comply with all other applicable laws, regulations and rules in relation to Your access to the Site and use of the Services. This applies regardless of whether You access and use this Site for Your own purposes or on behalf of another person or entity. If You disagree with any part of these Conditions, You must immediately discontinue Your access to, or use of, this Site and Our Services. This Site is owned and maintained by DigitalCrowdPte. Ltd.

No communication made through, or any content or information available on, or in relation to this Site or Services is or shall be deemed to be the provision of corporate, financial, legal, tax, accounting, or any investment advice by Us. We recommend that You do not take, or omit to take, any action, in reliance on the content of the Site without seeking independent verification or advice.

Any information or personal data that You submit to Us in the course of Your access to, and/or use of, this Site or Services may be used for marketing purposes by Us, subject always to our privacy policy. In accessing and/or using this Site and/or Services, You agree to such use of Your information.

In the unlikely event of cessation of Our business or Site, we will endeavour to contact you by email and/or phone.

II. Right to Amend Conditions

These Conditions are effective as of [●] and will remain in effect except with respect to any changes in its provisions in the future, which will be in effect immediately after being posted.

We may update or change Our Conditions at any time and You should check these Conditions periodically. Your continued use of the Site and the Services after We post any modifications to these Conditions on this Site will constitute Your acknowledgement of the modifications and Your consent to be bound by the modified Conditions.

If We make any material changes to these Conditions, We will notify You either through the email address You have provided Us, or by placing a prominent notice on this Site.

III. Site Content

You may access and view this Site, and save an electronic copy or print out a copy of the information and materials located or hosted on, or linked to, this Site (the “**Content**”) solely for Your own use. You may not copy, store (either in hard copy or in an electronic retrieval system), adapt, alter, translate, transmit, disseminate, distribute, perform, broadcast, publish, reproduce, publicly display, hyperlink, sell, license, rent, lease or otherwise transfer any of the Content, or otherwise transfer any of the Content to any other person (whether for commercial purposes, monetary gain or otherwise) in whole or in part in any manner without Our prior written permission.

We reserve the absolute right to determine, amend, revise and control the Content and the presentation, layout, look and feel of the Content and the Site, at all times and at Our sole discretion.

IV. Investors

Viewing of and participation in the fundraising activities of Companies/Funds is suitable and intended only for persons who qualify as “relevant persons” as defined in section 275(2) (“**Relevant Persons**”) of the Securities and Futures Act (Cap. 289) (“**SFA**”). All other persons are strictly not permitted to view or participate in any fundraising or investment deals on this Site.

In using this Site and/or Services to view any opportunities or participate in any fundraising of a Company/Fund, whether directly or indirectly, You represent and warrant that You are, or You act on behalf of, a Relevant Person, and that all information You submit to Us to establish such status is accurate, complete and truthful.

If You are using this Site on behalf of an Investor, You represent and warrant that You are fully authorised to accept these Conditions on behalf of that Investor, and that such Investor and Yourself, by Your acceptance of the Conditions, agrees to be bound by the same.

You and, where applicable, Your directors, officers, employees, representatives, hires, advisors, agents, intermediaries or affiliates (“**Representative(s)**”) must not invest or attempt, directly or indirectly, to invest in any Company/Fund otherwise than through the use of this Site and Services, and if You do so, We reserve the full right to enforce Our rights and obligations against You as if You had invested in the Company/Fund through this Site (including but not limited to immediate payment of any sum payable to Us as if You had invested through this Site).

If, at any point in time, You no longer qualify as a Relevant Person, You agree to inform Us immediately upon becoming aware of the same and must immediately cease use of the Site and Services.

Prior to accepting any Company/Fund for listing on the Site, We may collect from each Company/Fund: (i) a brief business description; (ii) investment highlights; (iii) a confirmation of whether the Company/Fund has any current investors or if it has successfully raised any investments till date; (iv) business, operational, and financial milestones achieved; (v) a list of key professionals and board members; and (vi) financials. Despite having collected such information about the Companies/Funds, Our decision to list, and subsequently continue to list, them is not an assurance or guarantee by Us of the Company/Fund’s soundness or suitability as an investment for any Investor. THE INFORMATION LISTED BY US ON THIS SITE ON ANY COMPANY/FUND HAS BEEN PROVIDED BY THEM AND WE HAVE NOT INDEPENDENTLY VERIFIED ANY PART THEREOF.

Participating in any deal listed on this Site entails significant risk, and is not permitted if You are unwilling to accept the high risk associated with private equity investments in early stages of growth/development. Securities offered on the Site are not publicly traded and, therefore, more illiquid than publicly traded

securities. Investors acknowledge and agree that they shall invest only if they have the financial ability and willingness to accept the high-risk characteristics of such investments, and can afford to lose their entire investment amount.

This Site and Content are not made with regard to any specific investment objectives, financial situation, or specific needs of any particular person or class of persons, wherever situated.

All Investors are taken to have sought independent advice from a financial advisor regarding the suitability of participating in any deal listed on this Site, taking into account their personal investment objectives, financial situation, or specific needs. We are not liable for any costs, expenses, loss or damage incurred by Investors and/or prospective Investors arising out of or in connection with any access to, or activity on or through, this Site.

You are solely responsible for verifying that Your use of the Site and Services and provision of any information and content on this Site are permitted in your jurisdiction and comply with all applicable laws, regulations and rules to which You are subject.

In the event that You express interest in subscribing for any Securities in Company/Fund, We will refer You to the Company/Fund and You and the Company/Fund shall separately complete or arrange for the completion of all documentation necessary for the subscription of Securities in the Company/Fund. WE ARE NOT INVOLVED IN THE ACTUAL SUBSCRIPTION PROCESS AND PURELY OPERATE AS A LISTING OF INFORMATION ON COMPANY/FUND AS PROVIDED BY THEM.

V. Username And Password

Some pages of this Site are open to You at all times. However, Your access to and use of other pages of this Site may be restricted as some pages are accessible only by Companies/Funds. Please note that Our acceptance and confirmation of You as an Investor will not mean that You are entitled to access the entirety of this Site.

When creating Your user account with a username and a password, any username and password that You choose must not be harmful, abusive, racially or ethically offensive, sexually explicit, defamatory, infringe any intellectual property right, be invasive of personal privacy rights or otherwise be in breach of any applicable laws. We are entitled to change any username and/or password that breaches the Conditions at any time.

We will verify and approve Your application for a user account if You establish, to Our satisfaction, that You fulfil all applicable qualifying criteria. You agree and warrant that You will not, wilfully, negligently, or otherwise: (i) disclose the credentials of Your user account to any unauthorised third party, or (ii) allow any unauthorised third party to use Your user account to access or use this Site and any Service. If You have reason to believe that an unauthorised third party has gained access to Your user account, You must immediately inform Us of this.

You agree that any access to, and/or use of, this Site, whether expressly authorised by You or otherwise, as well as any information, data, instructions or communications referable to Your user account, will be deemed by Us to be: (i) use of or access to this Site by Yourself, and/or (ii) information, data, instructions or communications carried out, transmitted or validly issued by Yourself. You agree to be bound by such access or use or instructions or communications from Your user account. We are entitled to act upon, rely on, and/or hold You solely responsible and liable in respect thereof as if the same were carried out, transmitted or validly issued by Yourself.

You accept the risk that Your access to and/or use of this Site may be subject to a breach of the Conditions by the actions of an unauthorised third party and/or a third party purporting to be You or purporting to be authorised by You, and You agree not to hold Us liable or responsible for any consequences that may arise from such breach.

We reserve the right to cancel any user account if it is not accessed for a continuous period of 365 days.

VI. Conduct And Behaviour On This Site

In accessing this Site and Services, You warrant that You and, where applicable, Your Representatives will not use this Site and/or the Services for any unlawful purpose. You agree not to misuse the Content and/or Services to abuse, harass, threaten, impersonate, or malign any other person or entity.

You must not interfere with or attempt to interrupt the proper operation of this Site and/or Services in any manner whatsoever, or access or attempt to access any data, information, passwords, files, or those parts of the Site and the Services that You are not authorised to access by hacking, scraping, data mining, or any other means.

You will not, and will not permit any Representative of Yours whether with Your express knowledge or otherwise to, publish, post, transmit, transfer, distribute, or upload any content, data, information, and/or materials on or through this Site and/or the Services that:

- a. You do not intend to honour;
- b. is or may be a misrepresentation, false, indecent, misleading, incomplete, inaccurate, untruthful, defamatory, threatening, or invasive of another person's privacy;
- c. promotes or encourages, or may promote or encourage, illegal activity (including the breach of any financial regulatory licensing requirements);
- d. may not be lawfully disseminated under applicable laws, regulations, rules and/or codes of practice;
- e. You know or have reason to suspect contains any viruses or damaging components which may detrimentally interfere with this Site and/or the Services;
- f. is or may in any way constitute something inflammatory, provoking, harmful, abusive, sensitive, or offensive to another person or to a group of persons (whether because of race, ethnicity, nationality, gender, sexual orientation, religion, or otherwise); or
- g. infringes the rights of any third party, including intellectual property rights.

You may upload materials, including, without limitation, information, text, graphics, logos, icons, images, sound clips, video clips, and data compilations, for posting on this Site. You are solely responsible for the material You upload on Our Site. You warrant and represent that (a) You, or Your Representatives have the full right and authority to submit the material; (b) the material does not infringe the intellectual property rights or any other rights of any third party; and (c) all information contained within the material is true, complete and accurate.

We reserve the right, in Our sole and absolute discretion, to deny You access to this Site and/or Services, or any part thereof, without notice if We have any reason to suspect or are informed that You or Your Representatives presently do not, or have previously failed to, abide by these conduct requirements.

VII. Warranty Disclaimer and Limitation Of Liability

You acknowledge that We have no special relationship with, or owe any duty, fiduciary or otherwise to, You, in relation to the effects that You may experience as a result of: (i) using or accessing, or not being able to use or access for any reason, any part of this Site or the Content, and/or (ii) engaging in or using any Service, and You agree to release Us from all claims or liability, whether foreseeable or unforeseeable that arises from the same.

You agree to assume total responsibility and risk for Your use of this Site, Content and any Services. We make no assurances, representations or warranties about this Site, the Content, Services, Companies/Funds, Investors, or that any specific results (financial or otherwise) may be obtained from Your use of this Site, Services or Content, and We will not be liable in any manner for any liability, claim, cost, loss, expense, damage, detriment, or other adverse effect(s) of any kind or character from Your access to or use of this Site in any manner whatsoever.

Neither We, nor Our affiliates, employees, representatives, directors, contractors, and suppliers, will be liable for any damages whatsoever (including, without limitation, incidental and consequential damages, lost profits, or damage resulting from, among other things, lost data or business interruption) that may result from the access to or use of, or inability to access or use, the Content or the Services, whether based on warranty, contract, tort (including negligence), or any other cause of action, even if such damages are reasonably foreseeable.

All content provided on this Site is of a general nature and may not have been checked, verified, considered, assessed, reviewed, screened, or updated by Us. We do not confirm or endorse any of the content or information provided by, for, or on Companies/Funds in relation to the making of any specific investment, financial, legal, tax, business, or commercial decision by any particular person or class of persons, wherever situated, who may access such content or information on the Site. We recommend that You obtain professional advice and independent verification of the Content before making any decision in respect of such information, materials or contents.

The Content may also feature fundraising or investment opportunities from and on Companies/Funds that is not available in every location or to every Investor. Our featuring and Your viewing of an opportunity on the Site does not imply that You are eligible to participate in the opportunity. We are not responsible for, and You shall indemnify Us from, any and all adverse consequences that may arise as a result of Your participation or preclusion from participation, inability to or attempt to participate in, an opportunity that You are, in fact, ineligible for.

You accept and agree that the return and value of Your investment in any Company/Fund is entirely outside Our control and You are solely responsible for Your participation in any deal featured on this Site.

CERTAIN STATEMENTS MADE ON THIS SITE MAY NOT BE BASED ON HISTORICAL INFORMATION OR FACTS AND MAY BE "FORWARD LOOKING STATEMENTS", INCLUDING, WITHOUT LIMITATION, THOSE RELATING TO GENERAL BUSINESS PLANS, PLANNED STRATEGY, FUTURE FINANCIAL CONDITION AND PROSPECTS OF ANY COMPANY/FUND FEATURED ON THIS SITE. YOU ARE AWARE THAT ACTUAL INVESTMENT RESULTS MAY DIFFER MATERIALLY FROM THESE FORWARD-LOOKING STATEMENTS.

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In addition and without prejudice to any right or remedy that We may have, at law or otherwise in the relevant jurisdiction, We shall not be liable to You, Your Representatives, or anyone for any loss, damage, claim, liability, expense, or costs arising out of or in connection with anything done or omitted to be done in relation to; or the access to or use of, the Site or its content. You hereby agree to fully indemnify and hold Us harmless from and against all loss, damage, claim, liability, expense, detriment, costs, or other adverse effect suffered or incurred by You in connection with Your or a third party's access to or use of the Site, or breach of any of the Conditions.

Due to the inherent defects of electronic distribution and the nature of data transmission over the Internet, there may be errors, delays, omissions, transmission blackouts, interruptions, breaches of security, corruption, unavailability of access, or inaccuracies in the Content, the Site and Services (the "**Defects**"). We do not guarantee that use of the Site and the Services will be uninterrupted and available at all times. We assume no liability or responsibility for the consequences of such Defects and are under no obligation to provide You with prior notice of such Defects, even if We have been advised as to the possibility or likelihood of their occurrence.

Additionally, We do not represent or warrant that the Site or any of the Services is free of malicious software, computer viruses or other similar destructive features, including, but not limited to, viruses, computer worms, Trojan horses, spyware or other harmful components. We disclaim all liability for any loss, damage, claim, liability, expense, detriment, costs, or other adverse effects that may result from any transmission of such malicious software via the Site, including, but not limited to, files downloaded therefrom. You agree that We are in no way responsible or liable for any need for servicing, repair, replacement, or loss of, or any other adverse effect on, Your equipment or data that arises as a result of Your access to or use of this Site and Services.

If, for any reason, any of these limitations of liability are found to be inapplicable to You, Our liability will then be limited to the fullest and greatest extent permitted by law.

VIII. Investor Representations and Warranties

We understand that You wish to come onboard Our Site to participate in the subscription and/or purchase of the Securities of Companies/Funds You desire to invest in (the "**Transaction**"), using the following Services:

- a. access to Our Site to view information on the Companies/Funds;
- b. access to materials developed by Companies/Funds in connection with their fundraising, and downloading such material from Our Site;
- c. access to the dataroom to facilitate Your due diligence on the Company/Fund;

- d. access to potential Companies/Funds engaging in fundraising as intelligently matched through Our Site; and
- e. access to communicate with Companies/Funds' stakeholders.

Use of the Site and Services in violation of any applicable laws is expressly prohibited. You further represent and warrant the following:

- a. the Securities You subscribe for may be subject to certain restrictions and holding period requirements not within Our control;
- b. any subsequent sale of the Securities You subscribe for shall be subject to and in accordance with the provisions of the SFA, and its rules;
- c. after accessing the information on the Transaction through Our Site. You will not and shall ensure that Your Representatives do not circumvent, avoid, bypass, or obviate Us, directly or indirectly, by contacting, dealing with, or investing in the Companies/Funds or their Representatives other than via the use of the Site and Services, and all access and sharing of information, including downloadable files, in relation to the Transaction must only be done on the Site;
- d. in the event You are lead investor ("Lead Investor"), meaning that You subscribe for the largest share of Securities in the Transaction and/or take charge of the fundraising round by performing due diligence and acting on behalf of other co-investors (i.e. investors that are not a Lead Investor), You shall not subscribe for more than 50.0% of the Securities being offered, unless You have first informed Us in writing;
- e. in the event You are a Lead Investor, You shall make available Your due diligence findings and financial or other reports on the Companies/Funds to Us and other co-investors through Our Site; and
- f. as a co-investor, while You may be granted access to the due diligence findings and financial or other reports undertaken by a Lead Investor on the Companies/Funds, the Lead Investor does not make any representations or warranties about the Transaction and neither the Lead Investor nor ourselves shall be liable in any manner for any loss, damage, claim, liability, expense, detriment, costs or other adverse effect(s) arising from Your use of and reliance on such due diligence findings and other reports.

In consideration for Our provision of the Services, You undertake, acknowledge and agree as follows:

- a. if You invest in any Transaction, unless as otherwise agreed by Us, You may be liable to pay Us placement fees in respect of the Securities You subscribe for ("**Placement Fees**"), amount of which will be disclosed to You prior to the completion of the Transaction and subject to further agreement between You and Us;
- b. in the event You introduce any Investor, or such Investor introduces or refers other Investors ("**Related Investors**") to the Transaction, such Related Investors shall similarly be bound by these Conditions;
- c. You shall provide Us a breakdown of the amount of Securities subscribed by Yourself in the Transaction upon Your execution of the definitive documents with the Company/Fund for the subscription of the Securities;
- d. Any failure by Us to issue You an invoice does not constitute a waiver of Your obligation to pay Us; and

- e. subject to Our prior disclosure to You and Your agreement to such further terms, We may charge You an investor club fee for accessing certain Services or part thereof available on Our Site.

These fees are exclusive of disbursements and/or costs that We may incur in the course of providing the Services, such as legal, corporate services, escrow, trustee, audit, accounting, verification checks, valuation, regulatory advisory and other costs. Such disbursements and/or costs shall be disclosed to You where applicable, and shall be payable by You. You are responsible for all expenses incurred incidental to the performance of Your obligations pursuant to these Conditions, and Your subscription and/or purchase of Securities in the Transactions.

IX. Non-Disclosure Obligations

You undertake to use the Confidential Information (as defined below) relating to the Companies/Funds for the purposes of assessing and considering potential investment in the Transaction only (“**Authorised Purpose**”). By using and accessing the Site and Content, You agree to treat all information You learn through this Site or otherwise from Us and the Company/Fund as Confidential Information (defined below). Confidential Information means, but is not limited to, any device, graphics, written information, software, media or other types of computer files, or information in any form, whether tangible or disclosed orally or visually, that is disclosed to You (whether by Us or by the Companies/Funds) for the Authorised Purpose, and/or should be considered by a reasonable person to be of a confidential nature (“**Confidential Information**”).

You agree to keep the Confidential Information disclosed to You strictly in confidence and to take all reasonable precautions to protect such Confidential Information from any use, publication, reproduction, disclosure, adaptation or exploitation whatsoever, whether commercial or otherwise, by Yourself or any third party. You agree to disclose the Confidential Information to Your Representatives on a need-to-know basis only where absolutely necessary and undertake that Your Representatives shall use the Confidential Information only for the Authorised Purpose.

The obligations of non-disclosure and the limitation on the right to use the Confidential Information set out herein shall not apply to the extent that You can demonstrate that any information is not Confidential Information as it:

- a. was in Your possession or control prior to the time of disclosure;
- b. was at the time of disclosure or thereafter becomes public knowledge through no fault or omission of Yours;
- c. was lawfully obtained by You from a third party under no obligation of confidentiality to the Company/Fund disclosing the Confidential Information;
- d. was developed by You independently of the Confidential Information;
- e. is required to be disclosed by any applicable laws or regulations, or court or governmental order, provided that You give Us and/or the relevant Company/Fund prompt notice of any such requirement and cooperate with Us and/or the relevant Company/Fund in limiting such disclosure; or
- f. was disclosed by You with prior written approval of DigitalCrowd and/or the relevant Company/Fund.

The Confidential Information shall remain the property of the person disclosing such Confidential Information. These Conditions shall not be deemed to directly or implicitly grant You or Your Representatives any intellectual property rights in any of the Confidential Information nor shall they be deemed to effect any transfer or assignment of, or grant of any license or right to, any patent, copyright or

other industrial or intellectual property right (including any products or processes deriving therefrom) belonging to the person disclosing the Confidential Information.

You agree that no person shall be liable to You for any indirect, special, incidental or consequential damage or loss, whether foreseeable or unforeseeable, arising from any use of the Confidential Information by You.

All content provided on this Site is intended for use and distribution in accordance with the laws of the Republic of Singapore. Your suitability to participate in any deal featured on this Site as an Investor is to be determined with reference to Singapore law, and You are responsible for ascertaining and abiding by such law.

Nothing on this Site is intended to be, and shall not be construed as, an offer to sell or a solicitation of an offer to purchase any securities or products where their offer or sale or use is not licensed, qualified or exempt from registration or permitted by law, including in the United States. This Site and all content herein are intended for distribution only in those jurisdictions and to those persons where and to whom they may be lawfully distributed.

The use and/or distribution of the content or any Services, including Your participation as an Investor on this Site, may be restricted by law in other jurisdictions. It is Your responsibility to find out what those restrictions are and comply fully with them. We further emphasise that although this Site and its content is accessible from jurisdictions other than Singapore, it is directed only at persons who qualify as Investors under Singapore law. We do not represent or warrant in any way that Your ability to access Our Site and its contents means that the material and information contained on the Site and available through the Services is appropriate, available, or permitted for use in those other jurisdictions. You are wholly responsible for finding out how You may use this Site and the Services such that You would be in full compliance with all the applicable laws and regulations of those other jurisdictions. We will not be liable for any claim, cost, loss, expense or damage arising out of or in connection with Your use of the Site in a manner that does not comply with those laws and restrictions.

You agree to fully indemnify and hold Us, as well as Our affiliates, officers, directors, employees, representatives, advisors, agents, successors, licensees, and assigns (each, an “**Indemnified Person**” and collectively, the “**Indemnified Persons**”), indemnified and harmless from and against all claims, costs, expenses, damages, liabilities, actions, losses, or demands that You or We may sustain or incur, directly or indirectly, as a result of Your: (i) breach of the Conditions; (ii) engagement in any investment or fundraising opportunity, including any Service; (iii) access to, use of, or reliance on the Content offered through this Site, including any Service; (iv) misconduct in any manner, including but not limited to negligence and fraud, in connection with Your access to or use of this Site and any of the Services; or (v) knowledge, whether express or implied, of any fraudulent, deceptive or malicious activity undertaken through the use of this Site, including any Service. We will notify You of any such action, claim or proceeding and assist You, at Your expense, in defending the same. We reserve the right to assume, at Your expense, the exclusive control and defence of any matter that is or may be subject to indemnification under this section. Should We exercise this right, You nevertheless agree to fully cooperate with any reasonable requests We make of You to assist with Our defence of such matter.

You will reimburse Our Indemnified Person upon demand by such Indemnified Person, in respect of any matter that is subject to indemnification under these Conditions.

Your indemnity and contribution agreements contained in the Conditions will remain operative and in full force notwithstanding any investigation made by or on behalf of Our Indemnified Persons.

You hereby waive, to the fullest extent permitted by law, any right to or claim of any punitive, exemplary, incidental, indirect, special, consequential, or other damages (including, without limitation, loss of profits) against Us and Our Indemnified Persons (including persons controlling, controlled by, or under common control with Us) arising out of any cause, except in the case of Our wilful misconduct.

X. No Unlawful or Prohibited Use of Our Website

You acknowledge and agree that, as a condition of Your access to and use of this Site, You will not:

- a. access, use, or do anything on this Site in a manner that is not in full compliance with all applicable laws, regulations and rules;
- b. use the Content or this Site for any purpose that is unlawful or prohibited by these Conditions;
- c. use this Site in any manner that could damage, disable, overburden or impair any of Our servers, or the networks connected to any of Our servers, or interfere with any other party's access and use of this Site;
- d. attempt to gain unauthorised access to this Site, or any services provided via this Site, other accounts, computer systems or networks connected to any of Our servers or to any of the services provided via this Site, through hacking, password mining or any other means; and
- e. obtain, or attempt to obtain, any Content or other information through any means not intentionally made available on or through this Site.

XI. Non-Compliance with these Conditions

We reserve the right to monitor Your entire access to and use of this Site and Content, and to suspend or terminate the same or any part thereof at Our sole discretion should You fail or should We have reason to suspect that You fail to comply with or are in violation of these Conditions and/or any applicable law or regulations. We also reserve the right to block Your access from a particular internet protocol address to this Site or any part thereof.

XII. Termination

Your agreement to these Conditions shall come to an end at such time that You or We terminate Your user account.

Provisions of the Conditions that are by their nature intended to survive termination of Your user account, including, without limitation, Your obligations to pay any fees, on non-disclosure, any disclaimers, indemnities, and limitations of liability granted by You to Us will continue to apply to You with full force and effect from the date of termination.

XIII. Intellectual Property Rights

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All other trademarks, trade names, service marks, product names and logos contained herein that are not owned by, licensed to, or controlled by Us are used in an editorial fashion only, with no intention of trademark or IP Rights infringement.

You hereby grant to Us a non-exclusive, world-wide, royalty-free, irrevocable licence and right to host, transmit, distribute or use (that includes the right to copy, reproduce and/or publish) the materials You upload onto this Site in connection with the operation of this Site and the provision of the Services.

XIV. Restriction on Linking to, Mirroring, and Framing this Site

Unless otherwise stated, You must not link (including, but not limited to, hyperlink, in line link or deep link) (collectively, “**Link**”), mirror, or frame this Site or any part thereof to any other web page, website, server, or otherwise. You must not use any of the IP Rights, particularly the trademarks, to Link any site unless You obtain Our prior written approval.

We may at any time, and at Our sole discretion, instruct You to disable, remove, and terminate and/or to organise the disabling, removal or termination of any: (i) Link from any web page or website, or (ii) mirroring or framing of this Site or any part thereof. You must comply immediately with such instructions.

We hereby disclaim any and all liability and responsibility for the content on any third party website that Links, mirrors or frames this Site or any part thereof. Under no circumstances do We acknowledge or affirm, expressly or implicitly, any association or affiliation with any trademarks, trade names, service marks, logos, insignia or other devices used or appearing on third party websites that Link, mirror or frame this Site or any part thereof.

XV. Links to third party websites

Any Links provided on this Site to third party websites (the “**Linked Websites**”) are provided for Your convenience only. When You access the Linked Websites, You are leaving this Site. We do not provide, control, develop, review, or endorse the operators and owners of, content within, and facilities and services available on the Linked Websites. Therefore, We are not responsible for any and all consequences of Your access to and use of the Linked Websites and/or the content thereon. We make no guarantee, representation or warranty as to, and have no liability or responsibility for, any content at the Linked Websites.

Your access to and/or use of the Linked Websites is at Your own risk and subject to the terms and conditions of access or use therein.

XVI. Severability

If any provision of these Conditions, in whole or in part, is held to be illegal, invalid, void, or otherwise unenforceable under any enactment or rule of law or by any court in any jurisdiction such provision or part thereof will, to that extent, be deemed severed from these Conditions, but the legality, validity, and enforceability of the remainder of these Conditions will not be affected, diminished or impaired thereby. The severability of any provision of these Conditions applies only within the specific jurisdiction under which law a term is found to be illegal, invalid, void or otherwise unenforceable, and shall not affect the enforceability of the same provision in other jurisdictions.

XVII. No Waiver

Our failure to exercise or enforce any provision of the conditions does not constitute a continuing waiver or bar of Our right to exercise or enforce that provision or any other provision of the Conditions at any

subsequent time or times. A waiver will be valid only when in writing and for that particular instance. No subsequent instance, whether related or not, will be included in such a waiver.

XVIII. Governing Law and Jurisdiction

These Conditions and any Service provided hereunder (unless otherwise agreed to by Us) are governed by, and construed in accordance with, the laws of the Republic of Singapore. This Site and any Services provided hereunder (unless otherwise agreed to by Us), its Content, and all Services are based in Singapore. You agree to comply fully with all applicable laws and regulations of the Republic of Singapore as well as those of Your own jurisdiction from which You are accessing this Site and using the Services. You agree to submit all disputes arising out of or in connection with the Conditions to the exclusive jurisdiction of the Singapore courts.

XIX. Dispute Resolution Process

Subject to any law, statute, regulation or other requirement of any jurisdiction, You agree that any Dispute between You and Us arising out of or relating to the Conditions, including but not limited to the alleged breach, termination, validity, interpretation, performance or estoppel ("**Dispute**") shall be resolved according to the following dispute resolution process:

- a. Upon You or Us receiving written notice of any Dispute, You and We agree to attempt to resolve it promptly by negotiation (the "**Negotiation**") between You and We, and/or where applicable, Representatives who have authority to discuss and settle the Dispute and this process should be completed within 30 days of such notice.
- b. In the event that the Dispute has not been resolved by Negotiation in accordance with this section, then You and We agree to proceed to mediation (the "**Mediation**") unless a different timeframe for negotiation process is agreed to at the time of Negotiation. A "**notice of mediation**" shall be served by Us, which shall mean that the Negotiation was not successful and You and We agree to commence the mediation process.

You and We shall choose and agree on a mediator within fourteen (14) days of receipt of the "notice of mediation", failing which a mediator shall be appointed by a local mediation service provider in Singapore. The Mediation shall be held within 45 days of the retention of the mediator and shall occur for at least one (1) full mediation day, before either You or We have the right to withdraw from the Mediation. You and We may agree to continue the Mediation beyond one (1) full day, until a settlement of the Dispute has been reached, or until You or We or the mediator state that there is no further reason to continue Mediation because of an impasse that cannot be overcome through Mediation. In that event, We will send You a "notice of termination of mediation".

You and We agree that We will use all reasonable efforts to complete the Mediation within 30 days of the first mediation session.

You and We agree to bear an equal share of the costs of Mediation, unless agreed otherwise.

This Mediation process shall be confidential based on any further terms that are acceptable to or imposed by the mediator and/or the mediation service provider.

Any Dispute not resolved through either Negotiation or Mediation in accordance with this section shall be referred to and finally resolved by arbitration in Singapore in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("**SIAC Rules**") for the time being in force, which rules are deemed to be incorporated by reference in this clause. The Tribunal shall consist of one (1) arbitrator to be appointed by the Chairman of the SIAC. The language of the arbitration shall be English.

The arbitrators may award costs and/or attorneys' fees to either You or Us. You and We understand and agree that the outcome of the Arbitration shall be final and binding, and subject to any law, statute,

regulation or requirement to the contrary, You agree to waive all and any rights to other forms of resolution processes (such as court action or administrative proceeding);

All communications, written, verbal, or in any other form that occur during the Dispute Resolution Process shall be treated as confidential and shall be treated as settlement negotiations for purposes of any applicable rules of evidence. However, any document or information generated prior to the Dispute, that would otherwise be discoverable, would not be subject to confidentiality, even if they are used in the Dispute Resolution Process.

XX. Technology and Internet Security Risk Management

Due to the inherent defects of electronic distribution and the nature of data transmission over the Internet, there may be errors, delays, omissions, transmission blackouts, interruptions, breaches of security, corruption, unavailability of access in connection with, or inaccuracies in the Content of the Site (the “**Defects**”). We do not guarantee, represent or warrant that access and use of the Site and the Services will be uninterrupted and/or always available. We assume no liability or responsibility for the consequences of any such Defects and We are under no obligation to provide You with reasons for or prior notice of the Defects, even if We have been advised as to the possibility or likelihood of their occurrence.

Additionally, We do not guarantee, represent or warrant that the Site or any of the Services is free of malicious software, computer viruses or other similar destructive features, including, but not limited to, viruses, computer worms, Trojan horses, spyware or other harmful components. We disclaim all liability for any loss, damage, claim, liability, expense, or costs that may result from any transmission of such malicious software via the Site, including, but not limited to, files downloaded therefrom. You agree that We are in no way responsible or liable for any need for servicing, repair, replacement, or loss of, or any other adverse effect on, Your equipment or data that arises as a result of Your access to or use of this Site.

We have taken measures to mitigate the risks but give no assurances that the described risks will not materialise despite Our efforts. As such, We advise that You adopt the following security precautions and best practices for their personal computer and mobile device use in order to reduce the likelihood of causing malicious and/or harmful security breaches that may arise in relation to Your use of the Site and/or the Services made available on the Site:

- a. install anti-virus, anti-spyware, anti-malware and firewall software on their computers and mobile devices;
- b. update operating systems, anti-virus and firewall products with security patches or newer versions on a regular basis;
- c. remove or deactivate file and printer sharing preferences in computers and mobile devices, especially when connected to the internet;
- d. make regular backup of critical data;
- e. consider the use of encryption technology to protect highly sensitive or confidential information;
- f. log off from the Site at the end of the online session;
- g. clear browser cache after the online session;
- h. refrain from installing any software or running/executing programs of unknown origin;
- i. delete junk, chain or spam emails;

- j. avoid opening email attachments from unknown senders or from unknown email address domain names;
- k. take care not to disclose personal, financial or credit card information to websites that are little-known, suspect, or do not have a matching website domain URL address;
- l. do not use a computer or a device which you know has a breach in security vulnerability and cannot be trusted; and
- m. do not use public or internet café computers to access online services or perform financial transactions.

You shall contact and inform Us immediately (but no later than one (1) working day) in the event that you have identified or have reason to believe that a security breach has occurred on the Site.

In the event that any malicious or harmful security breach of the use, operability or function of the Site and/or Services is traceable or attributable, whether directly or indirectly, to the use by You or any other user of the Site and/or Services, such that You or other users become liable for any resultant losses/damages/costs in connection with Your or their use of the Site and/or Services, You hereby agree to indemnify and hold Us, including Our Indemnified Persons (as defined below), fully indemnified and harmless from and against all claims, costs, expenses, damages, liabilities, actions, losses, or demands that You or another user may suffer in respect of such security breach.

You agree to inform us immediately (but no later than one (1) working day) upon receiving any blocked, warning or error messages that may be generated by Your internet and/or browser application during your use of the Site and/or the Services.

In the event that You receive a Secure Socket Layer (“SSL”) server certificate warning at such time that you access the Site, You are required to agree to updating your internet / browser application settings with the SSL security settings as is required for You to properly and securely access the Site and/or Services.

Any dispute, grievance, disagreement or complaint that You may have in relation to the reporting of, establishment of resultant liability of and/or determining of losses/damages/costs due to a security breach shall be handled in accordance with the Dispute Resolution Process as set out in these Conditions, and without prejudice to these Conditions, subject to any further terms and conditions that may be included in the Listing Rules.

XXI. Rights of Third Parties

A person or entity who is not a party to the Conditions has no right under the Contracts (Rights of Third Parties) Act (Cap. 53B) or any similar legislation in any jurisdiction to enforce any term of the Conditions, regardless of whether such person or entity has been identified by name, as a member of a class, or as answering a particular description. For the avoidance of doubt, nothing in this provision affects the rights of any permitted assignee or transferee of the Conditions.

XXII. Communications

If You wish to communicate with Us about anything related to these Conditions, You may do so by sending an e-mail to [●].