

## TERMS OF USE

The following Terms of Use shall apply additionally to FundTier's Platform. All capitalized terms used but not defined herein shall have the meaning ascribed to such term in the Terms and Conditions.

### 1. ACCEPTANCE OF TERMS

FundTier owns and operates this Platform and our sub-domains. Your use of this Platform is subject to these Terms of Use. By using the Platform, you are deemed to have accepted and agree to be bound by these Terms of Use. We may make changes to these Terms of Use from time to time. We may notify you of such changes by any reasonable means, including by posting the revised version of these Terms of use on the Platform. Your use of the Platform following changes to these Terms of Use will constitute your acceptance of those charges.

### 2. ABILITY TO ACCEPT TERMS OF USE

You affirm that you are either more than 18 years of age, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms of Use, and to abide by and comply with these Terms of Use.

### 3. PLATFORM ACCESS

- 3.1. You are responsible for all access to the Platform using your internet connection, even if the access is by another person.
- 3.2. We will use reasonable efforts to ensure that the Platform is available at all times. However, we cannot guarantee that the Platform or any individual function or feature of the Platform will always be available and/or error free. The Platform may be unavailable during periods when we are implementing upgrades or carrying our essential maintenance on the Platform.

### 4. ACCESS TO PLATFORM OUTSIDE OF SINGAPORE

We make no promise that the materials on the Platform are appropriate or available for use in locations outside Singapore. Accessing the Platform from territories where its contents are illegal or unlawful is prohibited. If you choose to access the Platform from elsewhere, you do so on your own initiative and are responsible for compliance with local laws.

### 5. YOUR USE OF THE PLATFORM

- 5.1. Your permission to use the Platform is personal to you and non-transferable, and you may not use the Platform for commercial purposes. Your use of the Platform is conditional on your compliance with the rules of conduct set forth in these Terms of Use and you agree that you will not:
  - a) use the Platform for any fraudulent or unlawful purpose;
  - b) use the Platform to defame, abuse, harass, stalk, threaten or otherwise violate the rights of others, including without limitation others' privacy rights or rights of publicity;
  - c) impersonate any person or entity, false state or otherwise misrepresent your affiliation with any person or entity in connection with the Platform or express or imply that we endorse any statement you make;
  - d) interfere with or disrupt the operation of the Platform or the servers or networks used to make the Platform available or violate any requirements, procedures, policies or regulations of such networks;

- e) transmit or otherwise make available in connection with the Platform any virus, worm or other computer code that is harmful or invasive or may or is intended to damage the operation of, or to monitor the use of, any hardware, software, or equipment;
- f) reproduce, duplicate, copy, sell, resell or otherwise exploit for any commercial purposes, any portion of, use of, or access to the Platform, including any information of any and all Borrowers and/or Lenders obtained through the incidental use of the Platform;
- g) modify, adapt, translate, reverse engineer, decompile or disassemble any portion of the Platform. If you wish to reverse engineer any part of the Platform to create an interoperable program, you must contact us and we may provide interface data subject to verification of your identity and other information;
- h) remove any copyright, trade mark or other proprietary rights notice from the Platform or materials originating from the Platform;
- i) frame or mirror any part of the Platform without our express prior written consent;
- j) create a database by systematically downloading and storing Platform content; and
- k) use any manual or automatic device in any way to gather Platform content or reproduce or circumvent the navigational structure or presentation of the Platform without our express prior written consent. Notwithstanding the foregoing, we grant the operators of public online search engines limited permission to use search retrieval applications to reproduce materials from the Platform for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of such materials solely in connection with each operator's public online search service.

5.2. Upon your use of the Platform, you hereby acknowledge and agree to the following:

- a) you will be solely responsible for understanding and complying with all tax obligations applicable to you, whereby you are advised to seek independent legal and tax advice. We will not be responsible for any tax obligations that may arise from your use of the Platform, including such obligations that may relate specifically to your use of the services provided by us on the Platform; and
- b) Borrowers may be subject to various fees payable to us, which include, but are not limited to, Late Payment Fees and Late Payment Interest. Such fees will be charged from the principal amount lent by you to the Borrower, as set out in the Promissory Note.

5.3. We reserve the right to revoke these exceptions either generally or in specific instances.

## **6. THIRD PARTY WEBSITES**

6.1. The Platform may provide links to other websites and online resources. We are not responsible for and do not endorse such external sites or resources. Your use of third party websites and resources is at your own risk.

6.2. You may create a link to this Platform, provided that:

- a) the link is fair and legal and is not presented in a way that is:
  - i. misleading or could suggest any type of association, approval or endorsement by us that does not exist; or

- ii. harmful to our reputation or the reputation of any of our affiliates;
  - b) you retain the legal right and technical ability to immediately remove the link at any time, following a request by us to do so.
- 6.3. We reserve the right to require you to immediately remove any link to the Platform at any time and you shall immediately comply with any request by us to remove any such link.

## **7. INTELLECTUAL PROPERTY**

The intellectual property rights in the Platform and all of the text, pictures, videos, graphics, user interfaces, visual interfaces, trademarks, logos, applications, programs, computer code and other content made available on it are owned by us and our licensors. You may not print or otherwise make copies of any such content without our express prior permission.

## **8. LIMITATION OF LIABILITY**

- 8.1. We provide the Platform on an “as is” basis and make no representations as to the quality, completeness or accuracy of any content made available on the Platform. To the maximum extent permitted by law, we expressly exclude:
  - a) all conditions, warranties and other terms that might otherwise be implied by law into these Terms of Use; and
  - b) any and all liability to you, whether arising under these Terms of Use or otherwise in connection with your use of the Platform.
- 8.2. The foregoing is a comprehensive limitation of liability that applies to all damages of any kind, including (without limitation) compensatory, direct, indirect or consequential damages, loss of data, income or profit, loss of or damage to property and claims of third parties. Notwithstanding the foregoing, nothing in these Terms of Use is intended to exclude or limit any liability that may not by law be excluded or limited, and in particular none of the exclusions and limitations in this clause are intended to limit any rights you may have as a consumer under Singapore law or statutory rights which may not be excluded, nor in any way to exclude or limit (site owner) liability to you for death or personal injury resulting from our negligence or that of our employees or agents.

## **9. COLLECTION OF PERSONAL INFORMATION**

We may collect and use information about you in accordance with our privacy policy and pursuant to the Personal Data Protection Act (2012). You can view a copy of this policy by clicking on the Privacy Policy link at the bottom of the Platform.

## **10. DURATION OF TERMS**

These Terms of Use are effective until terminated. We may, at any time and for any reason, terminate your access to or use of the Platform. If we terminate your access to the Platform you will not have the right to bring claims against us or our affiliates with respect to such termination. We and our affiliates shall not be liable for any termination of your access to the Platform.

## **11. GOVERNING LAW**

These Terms of Use will be governed by and construed in accordance with the laws of Singapore, and the courts of Singapore will have non-exclusive jurisdiction over any claim or dispute arising under or in connection with these Terms of Use.