

## **Terms and Conditions of Website Use**

Our site is a website where you can access administrative and operational support services which may be of assistance to your business.

Please note that we are not lawyers, and we do not under any circumstances provide advice.

We are entirely reliant upon the information you provide to us and the provision of that information on good time, in providing services to you. We will not under any circumstances be liable for a failure to provide you with a fit for purpose service where such failure arises as a result of any error in, or deficiency in, the information you provide to us, or from any failure to provide us with information in good time, or close to (or following) deadlines. You must ensure all of the information that you give to us is accurate and complete.

You are strongly advised to read these terms and conditions of website use as by using our site you accept them, you are bound to adhere to them, and they create legally binding obligations upon you. If you do not understand any part of these terms and conditions of website use please let us know.

### **1. Terms and Conditions of Website Use**

- a. This page (together with the documents referred to on it) provides the terms and conditions upon which you may make use of the website made available and operated at crowdbank.io.
- b. Please read these terms and conditions of website use carefully before you start to use our site. These terms and conditions of website use are a legally binding document and create binding obligations upon you.
- c. By using our site, you accept these terms and conditions of website use and agree to abide by them. If you do not agree to these terms and conditions of website use, please do not use our site.
- d. If you do not understand any part of these terms and conditions of website use please let us know.

## **2. Information about us**

- a. Our site is made available and operated by Qrypt Technologies Pte Ltd ("we", "our", "us") and by other persons acting on our behalf.
- b. We are a company registered in Singapore, whose registered office is at [26, SING MING LANE, #08-114, MIDVIEW CITY, SINGAPORE 573971].

## **3. Access**

- a. Our site is a place for you to ascertain general information concerning the services we offer. Our site is also a place for you to select and order services from us.
- b. Our site is available only to persons and organisations that can form legally binding contracts under applicable law. If you cannot form legally binding contracts please leave our site now.
- c. OUR SITE IS FOR USE ONLY IN THE COURSE OF BUSINESS. OUR SITE IS NOT AVAILABLE TO PERSONS WHO WISH TO USE IT FOR PERSONAL PURPOSES, OR AS A CONSUMER. IF YOU ARE NOT USING OUR SITE IN THE COURSE OF BUSINESS THEN YOU MUST LEAVE OUR SITE IMMEDIATELY.
- d. Access to our site is permitted on a temporary basis, and we reserve the right to withdraw or amend the services ("Services") and the material ("Material") made available upon or through it without notice. Unless explicitly stated to the contrary the supply or making available of any Services or Material shall be subject to these terms and conditions of website use.
- e. We reserve the right at our sole discretion to restrict access to some parts or all of our site by persons or organisations seeking to access our site.
- f. You are responsible for making all arrangements necessary for you to have access to our site. You are responsible for ensuring that your computer system meets all relevant technical specifications necessary to use our site and is compatible with our site. You are also responsible for ensuring that all persons who access our site through any facilities provided by you or over which you have control are aware of these terms and conditions of website use and that they comply with them.
- g. We have used reasonable endeavours to ensure that our site complies with relevant Singapore laws. However, we make no representations that our site or the Services or Material are appropriate or available for viewing, access or use in locations outside Singapore. If you view, access or use our site, the Services or

the Material from other locations you do so at your own initiative and are responsible for compliance with all laws applicable to such locations. If viewing, accessing or using our site, the Services or Material is contrary to or infringes any applicable law in your place of access or place of residence, you are not authorised to view, access or use our site, the Services or Material and you must exit immediately. If making available our site, the Services or Material in your place of access or place of residence or to you (by reason of nationality, residence or otherwise) is prohibited, our site, the Services and Material are not made available to you. You accept that if you are a resident outside Singapore, you must satisfy yourself that you are lawfully able to purchase the Services.

- h. We make no representations and give no warranties or guarantees, express or implied, that the making available of our site, the services or material in any particular territory outside Singapore is permitted under any non-Singapore laws. We exclude all liability for any damages, loss, costs or expenses relating to or arising out of the purchase or attempted purchase of services or access or attempted access to our site the services or the material by persons who are citizens, residents or nationals of countries other than Singapore or who are nominees of or trustees for citizens, residents or nationals of countries other than Singapore who are restricted from purchasing or attempting to purchase services or who are restricted from accessing or attempting to access our site, the services or the material.
- i. You are not under any circumstances permitted to provide access to our site, the services or the material or to any item resulting from the use of our site to any person within (or representing any person who is within) any territory subject to trade restrictions under the laws of Singapore, United Kingdom, any European union member state or the United States of America, or to any person who may be listed (or is representing a person listed) on any list of persons with whom trade is restricted, as maintained by any of the authorities in any of the aforesaid states.

#### **4. Availability and operation**

- a. We shall use reasonable endeavors to ensure that our site and any Services or Material are available and that our site operates properly at all times, but only in respect of access devices and software that meet the minimum requirements set out in this clause, however, no warranty, condition, representation or guarantee is made or given that the Services or Material will be available or operate properly.
- b. The minimum requirements referred to in clause 4.1 are:
  - i. Internet browsers:
  - ii. Chrome: version 38 onward

- iii. Firefox: version 31 onward
  - iv. Internet Explorer: version 9 onward
  - v. Safari: version 5.1.7 only and below
  - vi. Document viewers:
  - vii. Word: 2010 onward
  - viii. Adobe Reader: Version 11 onward
  - ix. Operating systems:
  - x. Windows 7 onward
  - xi. Mac OS X 11.7 Lion onward
  - xii. Only personal computers are supported. Mobile access devices such as tablets and smartphones are not supported.
- c. We may suspend the availability or operation of our site or the availability of any Services or Material on a temporary or indefinite basis at our sole discretion determine.
  - d. All warranties or guarantees as regards the availability or operation of our site and the availability of any services or material, in so far as they may be excluded and other than as explicitly specified hereunder, are excluded. We exclude all liability for any damages, loss, costs or expenses relating to or arising out of the availability or operation of our site and the availability of any services or material.

## **5. Linking to our site**

- a. You may link, or may procure that a third party acting on your behalf links, to the home page of our site from a website owned by you, provided that such link is provided in a way that is fair and legal and does not damage our reputation or take advantage of it.
- b. You must not establish nor procure that any third party establishes a link to our site in such a way as to suggest any form of association, approval or endorsement of you, or any entity which you represent, by us without our explicit prior written consent.

- c. You must not establish nor procure that any third party establishes a link from any website that is not owned by you.
- d. You must not establish nor procure that any third party establishes a link to any page upon our site other than our home page.
- e. You must not frame nor procure that any third party frames our site on any other website.
- f. You must not stream or aggregate content from our site within another website nor procure that any third party undertakes such activities.
- g. We reserve the right to withdraw our permission to link to our site without notice and for whatever reason as we may in our sole discretion determine.

## **6. Links from our site**

- a. Where our site contains a link to a site or resource provided by a third party (a "Third Party Site"), such a link is provided for the purposes of information and convenience only.
- b. The provision by us of a link to a Third Party Site does not represent any endorsement or recommendation by us in respect of that Third Party Site and does not mean that we have any association with that Third Party Site. We have no control over the contents of Third Party Sites.
- c. We exclude all liability for any damages, loss, costs or expenses arising out of any use or interaction by you with third party sites.

## **7. Viruses, hacking and other offences**

- a. You must not:
  - i. Misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful including that which may damage, detrimentally interfere with, surreptitiously intercept or expropriate our systems, data or information;
  - ii. Attempt to gain unauthorised access to our site, the servers on which our site is stored or any server, computer or database connected to our site;

- iii. Use any robot, spider, other automatic device, or manual process to monitor or copy our site, or use any device, software or routine to bypass our robot exclusion headers, or interfere or attempt to interfere, with our site;
  - iv. Use an anonymising proxy to access our site;
  - v. Attack our site via a denial-of-service attack or a distributed denial-of service attack;
  - vi. Take any action that imposes an unreasonable or disproportionately large load on our infrastructure, or that may cause us to lose any of the services from our service providers, including our internet or payment service providers; or
  - vii. Do, or omit to do, or attempt to do or omit to do, any other act or thing which may interfere with the proper operation of our site.
- b. If you breach this clause we have the right to report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our site will cease immediately.
  - c. You also understand that we cannot and do not warrant or guarantee that any material available for downloading from our site or services accessible through our site will be free from infection, viruses and/or other code that has contaminating or destructive properties. You are responsible for implementing sufficient procedures and virus checks (including anti-virus and other security checks) to satisfy your particular requirements in this respect. We exclude all liability for any damages, loss, costs or expenses relating to or arising out of any distributed denial-of-service attack, viruses or other technologically harmful material that may infect computer equipment, computer programs, data or other proprietary material due to use of or access to our site, any services or material, or your use of or interaction with any third party site.

## **8. Our Services**

- a. We shall use reasonable endeavours to ensure that the Services shall be fit for the purposes for which they are supplied.
- b. All other warranties, conditions, guarantees and representations in respect of the services are excluded in so far as is possible under applicable law. Your statutory rights remain unaffected.

## **9. Beta Services**

- a. From time to time we may test new Services via our site. Where we do this we will refer to the Services being "Beta Services" version. This clause specifies terms pertaining to all Beta Services.
- b. You acknowledge that beta services are in the process of development, which may not be complete at the time you access those beta services. This may be reflected in the price set for the beta services, or the price for services part of which are beta services. No warranty, guarantee, representation or condition is made or given in respect of any beta services. Beta services are utilised entirely at your own risk. Beta services may not be free from error, or fit for purpose. You are advised not to rely upon the results of any beta service.
- c. Beta services may become unavailable at any time. In addition the content of beta services may be varied from time to time. No notice may be given to you in respect of any such unavailability or variance.
- d. Where you access Beta Services we may ask you for feedback. Please provide this to us. You are also encouraged to provide feedback in respect of Beta Services even if not directly sought by us.

## **10. Currency of Information**

If there is any change in the information you have previously provided to us, you must inform us, to enable us to continue to provide Services and Material to you. If you do not inform us the Services and/or the Material may be incorrect. In such an event we shall not be liable to you in respect of that lack of correctness.

## **11. Accountancy and Tax Services**

- a. If we are providing accounting or taxation Services to you:
  - i. We will provide these only in respect of the period following our commencement of such Services, and prior periods will remain your responsibility;
  - ii. If you have not completed your accounts or taxation matters in respect of the period prior to our commencement of such Services, we may not be able to complete our Services and/or our Services may not produce accurate results, and in such an event we will not be liable to you as a result of that

consequent inaccuracy, including for any penalties or fines incurred by you as a result thereof;

- iii. Whilst we may retain information or material provided by you to enable us to provide such Services, we are not undertaking to retain this information or material in order to allow you to fulfil any legal requirement you have to retain information or material, which will remain your responsibility at all times;
- iv. We will not be responsible for paying over any tax on your behalf, which shall remain your responsibility at all times;
- v. We will not be responsible for liaising with any taxation authority on your behalf other than in connection with the receipt and/or forwarding of information, or representing you before any such authority or with respect to any proceedings raised by any authority;
- vi. We are not your accountant or tax advisor, rather we are an administrative support service provider, as such we are not advising you what to do, rather we are assisting you in implementing what you have determined to do;
- vii. You must respond to our requests for information from you, otherwise we may not be able to provide Services or Material to you, and if you do not respond we may cease providing those Services or Material to you; and
- viii. You authorise us to contact any representative of yours, and for us to request (and the previous agent to supply) any information concerning your affairs.

## **12. Accuracy, errors and reliance**

- a. We will do our best to ensure that all Material is free from inaccuracies or errors, however please note that we do not give or make any warranty, guarantee, condition or representation that any Material will be free of inaccuracies or errors. You acknowledge that material may not be free from inaccuracies or errors and you agree that the existence of any inaccuracies or errors shall not constitute a breach of these terms and conditions of website use.
- b. We will do our best to ensure that all Material is created in accordance with current laws, however we do not give or make any warranty, condition, guarantee or representation that any Material shall be created in accordance with current laws. You acknowledge that Material may not accord with current laws.
- c. Except where expressly stated otherwise, the Material is general in nature and is not intended to amount to something upon which reliance for fitness for a specific use or purpose should be placed. You undertake not to rely upon the Material as suitable for any specific use or purpose. You undertake not to provide



any Material to any third party with a view to that third party relying upon that Material.

- d. Except as expressly stated we exclude all liability for any damages, loss, costs or expenses incurred relating to or arising out of any inaccuracies or errors within our site or any material or reliance placed upon any material.
- e. Termination of Services

### **13. Passwords**

- a. If you choose, or you are provided with, a user identification code, login, password or any other piece of information enabling access to our site or any Services or Material, you must treat such information as confidential, and you must not disclose it to any third party.
- b. We reserve the right to disable any user identification code, login, password, or any other piece of information enabling access to our site or any Services or Material at any time, for such reason as we may in our sole discretion determine, including without limitation if in our opinion you have failed to comply with any of the provisions of these terms and conditions of website use.
- c. You must immediately notify us if you have reason to believe any user identification code, login, password, or any other piece of information enabling access to our site or any Services or provided by us to you has become known to any third party.

### **14. Our intellectual property rights**

- a. Our site, the Services and the Material are protected by international copyright laws and other intellectual property rights. You acknowledge that we are the owner or the licensee of intellectual property rights in or relating to our site, the Services and the Material. You acknowledge that any intellectual property rights in our site, the Services and the Material are licensed not transferred to you, for the purposes expressly stated in these terms and conditions of website use and for no other purposes whatsoever, and always in accordance with these terms and conditions of website use. We reserve all such rights.
- b. You must not:
  - i. Use or copy;

- ii. Disassemble, decompile, reverse engineer, create derivative works based upon, extract elements from or reorganise;
  - iii. Translate, merge, adapt, vary, modify or make alterations to;
  - iv. Distribute or license rights in,
  - v. Our site or any Material or any copies thereof other than as expressly permitted hereunder.
- c. Our status or that of any identified contributors as the authors of the Material must always be acknowledged, unless otherwise stated by us. Such acknowledgement must include the address of our site.
  - d. Other than as explicitly specified hereunder nothing contained in these terms and conditions should be construed as granting by implication, estoppel, personal bar or otherwise any license or right to use our site, the Material or any intellectual property rights in any Services without our express written permission.
  - e. You must permit us and our representatives, at all reasonable times and on reasonable advance notice, to inspect and have access to any of your premises at which our site is or has been used by you or with your consent and to the computer equipment located there for the purpose of ensuring that these terms and conditions of website use have been complied with.
  - f. You must not attempt in any way to remove or circumvent any technical protection measures applied to our site to prevent unauthorised use, copying or misappropriation thereof or of the intellectual property rights relating thereto, or apply, manufacture, import, distribute, sell, let for hire, offer, expose or advertise for sale for hire or have in your possession for private or commercial purposes, any means whose sole reasonable purpose is to facilitate the unauthorised removal or circumvention of such technical protection measures.

## **15. Your rights of use**

- a. You may print, copy and use any electronic document provided to you as part of the Services for your personal or business use provided that you have not breached these terms and conditions of website use, but you may not under any circumstances sell, license or otherwise distribute for use by other persons or entities any such electronic documents.
- b. You may use for the purposes for which they are supplied (but for no other purpose) any Service supplied to you provided duplicated that you have not breached these terms and conditions of website use.

- c. You may copy and distribute to third parties in an electronic or paper format extracts of Material generally and publicly made available upon our site without a requirement to register with our site but only in so far as may be necessary to draw the attention of such third parties to the availability of Services or Material upon our site. Our status or that of any identified contributors as the authors of such extracts must always be acknowledged. Such acknowledgement must include the address of our site.

## **16. Complaints**

- a. If you wish to complain about any Material or Service, please contact us at [info@crowdbank.io](mailto:info@crowdbank.io).
- b. Please note that we do not moderate any forums, comments facilities, blogs, links or other content made available upon our site by third parties.
- c. Any dispute, controversy or claim arising out of or relating to this contract, or the breach, termination or invalidity thereof shall be settled by arbitration in accordance with the Rules for Arbitration of the Singapore International Arbitration Centre (SIAC). The arbitral tribunal shall consist of a sole arbitrator, to be appointed by the Chairman of the SIAC. The place of arbitration shall be Singapore. Any award by the arbitration tribunal shall be final and binding upon the parties.

## **17. Material you submit to our site**

- a. By submitting material or information to or through our site you grant to us the right without limitation and without a requirement to pay to you any sums to use, copy, modify, adapt, create derivative works based upon, extract elements from and reorganise such information or material in order to provide Services to you, and otherwise to enjoy the rights set down elsewhere in these terms and conditions of website use. You acknowledge that we may permit others to exercise these rights. You acknowledge and agree that in order to provide the Services we may need to provide our third party service providers with copies of the information or material you submit to our site as part of the Services.
- b. By submitting information or material to or through our site you are guaranteeing that you have the right to grant to us the rights described in clause 17.a. If you are not able to grant to us these rights, please do not submit such information or material.

- c. In relation to any information or material submitted by you to or through our site you waive absolutely all moral rights arising under Singapore Copyright Act 2006 and, so far as is legally possible, any broadly equivalent rights you may have in any territory of the world, in such information or material.
- d. You warrant that any information or material submitted by you to or through our site shall:
  - i. Be accurate (where it states facts);
  - ii. Be genuinely held (where it states opinions);
  - iii. Be complete;
  - iv. Comply with the law applicable in the Singapore and in any country from which it is posted; and
  - v. Be relevant.

You acknowledge that to enable us to provide services and/or material to you a full disclosure by you of all relevant information and material is necessary. We shall not be liable to you in respect of any matter arising due to a lack of full disclosure of relevant information or material. If you are unsure as to whether you should disclose information or material please ask us.

- e. You warrant that any information or material submitted by you to or through our site shall not:
  - i. Be defamatory of any person;
  - ii. Be obscene, offensive, hateful or inflammatory;
  - iii. Promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
  - iv. Disclose the name, address, telephone, mobile or fax number, e-mail address or any other personal information in respect of any individual other than where you have the express permission of that individual to disclose such information subject to and in accordance with these terms and conditions of website use;
  - v. Infringe any copyright, database right or trademark of any other person;
  - vi. Breach any legal duty owed to a third party, such as a contractual duty or a duty of confidence;
  - vii. Be in contempt of court;

- viii. Be likely to harass, upset, embarrass, alarm or annoy any other person;
  - ix. Impersonate any person, or misrepresent your identity or affiliation with any person;
  - x. Advocate, promote, incite any third party to commit, or assist any unlawful or criminal act; or
  - xi. Contain a statement which you know or believe, or have reasonable grounds for believing, that members of the public to whom the statement is, or is to be, published are likely to understand as a direct or indirect encouragement or other inducement to the commission, preparation or instigation of acts of terrorism.
- f. All warranties provided for in these terms and conditions 17(e) must be complied with in spirit as well as to the letter. We will determine, in our sole discretion, whether any material submitted by you through our site breaches these warranties. You shall indemnify and shall keep us fully and effectively indemnified on demand from and against all actions, claims, losses, liability, proceedings, damages, costs, expenses, loss of business, loss of profits, business interruption and other pecuniary or consequential loss (including legal costs and expenses) suffered or incurred by us and arising directly or indirectly out of your breach of these warranties.
- g. Where information or material submitted to or through our site in our opinion breaches these terms and conditions of website use, we may at our sole discretion take all or any of the following actions:
- i. Investigation of the identity of the person responsible for submitting such information or material and the circumstances surrounding the submission of such information or material, in respect of which you undertake to provide us with confirmation of your identity and any other information we may require in connection therewith and to cooperate with us fully;
  - ii. Immediate, temporary or permanent withdrawal or removal of the information or material or your ability to access to our site;
  - iii. Issuing a warning to you;
  - iv. Raising legal proceedings against you for recovery of all costs resulting from the breach;
  - v. Raising further legal action against you;
  - vi. Disclosing such information to law enforcement authorities or relevant third parties as we reasonably feel is necessary or as required by law; or such other action as we reasonably deem appropriate.

- h. We hereby exclude all liability for any damages, loss, costs or expenses relating to or arising out of the taking of all and any of the action referred to in this terms and conditions 17(g).

## **18. Anti-money laundering and other measures**

- a. We use various information sources to assist with maintaining our compliance with laws and regulations whose aim is to prevent the laundering of monies, fraud and other civil and criminal wrongs.
- b. By seeking to acquire Material and/or Services from us you understand that we will, inter alia, undertake a search using suitable information providers for the purposes of verifying your identity. To do so the information provider may check the details you supply against any particulars on any database (public or otherwise) to which they have access. They may also use your details in the future to assist other companies for verification purposes. A record of the search will be retained.
- c. You undertake to provide us with any information we may request to conduct any checks we wish to undertake to enable us to provide Services to you.

## **19. Purchase of Services**

- a. This clause sets out the procedure which must be completed by you in order for you to purchase Services from us through our site.
- b. You must submit to us a request to purchase from us a Service (a "Purchase Request"). Purchase Requests constitute an offer by you to purchase from us the relevant Service, in accordance with these terms and conditions of website use. We may refuse your Purchase Request for whatever reason we may in our sole discretion determine. Purchase Requests may be submitted only through the form provided upon our site.
- c. The supply by us of Services and/or Material to you is conditional upon payment to us of the price for those Services (the "Price "). Details concerning Prices are made available upon our site. We will use reasonable endeavours to ensure that the details concerning Prices specified on our site are accurate but we make no warranty or guarantee that they shall at any point in time be correct. If you do not pay the Price to us we have no obligation to provide Services or Material to you.

- d. Upon receipt of your Purchase Request we shall confirm receipt of such to you using online electronic means only. Within our confirmation we will confirm the amount of the Price payable by you. If the Price is acceptable you are required to indicate your acceptance by clicking upon the "I Accept" button provided within the body of our confirmation (your "Confirmation") or provided written confirmation of your acceptance. If the Price is not acceptable to you, you should not so indicate your acceptance. We reserve the right to limit the period during which our confirmations remain valid. If our confirmation expires before you provide your Confirmation you may be required to recommence the procedure provided for in this clause to purchase the relevant Services. The date upon which you accept our Confirmation shall be the date upon which a contract between you and us for the supply of Services is concluded.
- e. Upon the provision of your Confirmation you will be forwarded to the section of our site where payments may be made to us (the " Payment Website") in order to remit to us the Price. You must remit the Price using the payment methods provided upon the Payment Website. You may not remit the Price to us using any other method.
- f. In respect of the Payment Website you undertake and warrant:
  - i. To abide by any terms and conditions relating to use of or interaction with the Payment Website;
  - ii. That any information submitted by you to the Payment Website will not be false, inaccurate or misleading; and
  - iii. Not to engage or attempt to engage in any potentially fraudulent or unauthorised activity or any activity that does or may present a credit or fraud risk to us, the provider of the Payment Website or any third party.
- g. The price is inclusive of all applicable taxes and duties due and payable in Singapore as a result of the provision of the related services by us to you. If the provision of products or services in the territory from which you access our site gives rise to an obligation to remit any tax, duty or similar payment to any authority other than those authorities resident in Singapore you shall be responsible for satisfying such liability. You shall indemnify and shall keep us fully and effectively indemnified on demand from and against all such liability.
- h. We reserve the right to request additional information from you in relation to your payment of the Price for any reasonable purpose, including to allow us to properly verify your identity, investigate alleged fraudulent activities and to allow us to comply with anti-money laundering obligations. You agree to comply with any request for further information as we reasonably require within such period as we may reasonably require. This may include, without limitation, requiring you to fax, email or otherwise send certain identification documents to us.

- i. You agree that your provision of information concerning the payment method chosen by you upon the Payment Website (your " Specified Payment Method") through the Payment Website constitutes your authorisation to us and our service providers to collect (or procure the collection of) the Price using the Specified Payment Method. You acknowledge that once you have provided such authorisation, you will not be able to cancel such authorisation.
- j. You grant to us the right to resubmit (or procure the resubmission of) any payment made by you hereunder using your Specified Payment Method that is returned for insufficient or uncollected funds.
- k. You warrant that you have the authority and permission to provide details of the Specified Payment Method and to authorise and permit us to collect (or procure the collection of) the Price using the Specified Payment Method.
- l. Nothing in these terms and conditions of website use is intended to affect our legal right or that of our service providers in the Singapore to impose a surcharge for a debit or credit card transaction.
- m. We only accept payment of the Price in Singapore dollars and where specified in our contract and or terms and conditions, united states dollars. If any payment made by you hereunder requires a currency conversion to be made, the amount of the exchange rate and any related fees will be determined by the provider of your Specified Payment Method. You shall be responsible for meeting any such fees.
- n. Any payments made by you hereunder may appear on any statement provided to you by the provider of your Specified Payment Method under the name of our service providers or in combination with our name, reference or internet address.
- o. We may, at our reasonable discretion (for example, without limitation, to limit fraud or credit risk), impose limits on the payments you can remit using the Payment Website.
- p. We may review (or procure the review of) any information you submit through the Payment Website prior to collecting (or procuring the collection of) the Price using the Specified Payment Method. This review may be carried out for fraud prevention purposes. Following such review we may withhold or refrain from collecting (or procuring the collection of) the Price using the Specified Payment Method and cancel any arrangement for the supply of Services between you and us, without liability to you. Any such review is not a representation by us as to your character or reputation.
- q. In the event that the provider of your Specified Payment Method acting on your behalf seeks the return of any Price paid or disputes our authorisation to collect (or procure the collection of) the Price (a "Chargeback") you agree on our request to subrogate or otherwise assign to us your rights against any third parties



related to such Chargeback, and agree that we may pursue those rights directly or on your behalf as we may in our sole discretion determine. You undertake at our request to support a Chargeback by filing and supplying to us a copy of a police report.

- r. You undertake not to use your Specified Payment Method:
- s. In a manner that results in or may result in Chargebacks, or liability for us to pay any sums, including without limitation any fees or fines to any third party;
  - i. In a manner that we or any financial institution reasonably believe to be an abuse of the banking industries reversal process, credit card system or a violation of credit card association rules, or in a manner that results in or may result in any liability to, complaint by or dispute with any third party;
  - ii. To test credit card behaviour; or
  - iii. When you have a rating within any credit reporting agency indicating a high level of risk associated with your use of services the same or similar to the Specified Payment Method.
- t. When you remit the Price to us you are liable to us for the full amount of the Price plus any additional sums due to be paid by us to any third party if your payment of the Price is later invalidated for any reason other than in the event of a valid Chargeback (including without limitation any fees or fines due to be paid to third parties if we successfully dispute a Chargeback or if the collection of the Price is declined by the provider of your Specified Payment Method due to insufficient funds).
- u. We make no representation or warranty regarding the amount of time taken to complete transfer of the Price from the provider of your Specified Payment Method to us.
- v. You agree that we may satisfy any liability of you to us in full through use of your Specified Payment Method.
- w. You consent to the providers of the Payment Website and your Specified Payment Website disclosing to us information concerning any payments made by you hereunder and details of your Specified Payment Method and our subsequent disclosure of this information in so far as may be necessary to enable us to properly and fully exercise our rights under these terms and conditions of website use.

## **20. Exclusions**

- a. The terms of our Privacy and Cookie Policy shall form part of these terms and conditions of website use. These terms and conditions of website use may also be supplemented by additional information made available on our Site in future.
- b. These terms and conditions of website use and our privacy and cookie policy set out the full extent of our obligations and liabilities in respect of our site, the services and material. In particular, there are no conditions, warranties, guarantees, representations or other terms, express or implied, that are binding upon us except as specifically stated in these terms and conditions of website use and our privacy and cookie policy. In so far as is possible we exclude all conditions, warranties, guarantees, representations and other terms which might otherwise be implied by statute or common law other than those expressly stated hereunder.
- c. Where we exclude liability under these terms and conditions of website use, such exclusion shall include, in so far as is permitted under law, all liability for any loss, damage, costs or expenses including any liability for loss of income or revenue, loss of business, loss of profits or contracts, loss of anticipated savings, loss of data, loss of goodwill, failure of transmission, communication, computer or other facilities, failure, error or delay in the sending of any notice, communication or instruction via any medium whatsoever, wasted management or office time, and for any other loss or damage of any kind, however arising and whether caused by delict (including negligence), breach of contract or otherwise, even if foreseeable.
- d. If we are liable to you for any reason, our liability will be limited to the amount of the price paid by you.
- e. The exclusions of liability hereunder do not affect our liability for death or personal injury arising from our negligence, nor our liability for fraudulent misrepresentation, nor any other liability which cannot be excluded or limited under applicable law. For further information upon liability which cannot be excluded or limited under applicable law please contact your solicitor or lawyer experienced in agreements of this nature.

## **21. Transfer**

- a. You may not transfer or otherwise dispose of any of your rights or obligations arising under these terms and conditions of website use without our prior written consent.

- b. We may sublicense, rent, lease, transfer, assign, charge, sub-contract or otherwise dispose of any of our rights or obligations arising under these terms and conditions of website use at any time.

## **22. Breach**

- a. If you breach any of these terms and conditions of website use, all of your rights under these terms and conditions including your right to use our site, and any intellectual property rights in the Services, and the Material will cease immediately.
- b. If we have reason to believe that you have breached these terms and conditions of website use or are likely to breach these terms and conditions of website use we may take action to protect ourselves, our service providers and third parties from liability, including but not limited to contacting relevant third parties and disclosing information collected from you.
- c. You are responsible for all losses, costs, expenses, claims, demands or other liabilities (including legal fees) incurred by us, our service providers or any third parties caused by or arising from your breach of these terms and conditions of website use. You shall indemnify and shall keep us fully and effectively indemnified on demand from and against all actions, claims, losses, liability, proceedings, damages, costs, expenses, loss of business, loss of profits, business interruption and other loss (including legal costs and expenses) suffered or incurred by us and arising directly or indirectly out of your breach of these terms and conditions of website use.

## **23. Circumstances beyond our control**

- a. We will not be liable for any failure to perform any obligation under these terms and conditions of website use due to causes beyond our reasonable control.
- b. These terms and conditions of website use do not confer any rights on any person other than you and us.

## **24. Variation**

- a. We may change the Services or Material at any time.

- b. Any Material may be out of date at any given time, and we are under no obligation to update any Material.
- c. We reserve the right to change these terms and conditions of website use at any time by amending this page or the page upon our site containing our Privacy and Cookie Policy. Any such change in these terms and conditions of website use or our Privacy and Cookie Policy will be effective once reflected in the text of these terms and conditions of website use or our Privacy and Cookie Policy (as appropriate) as published on our site. You undertake to check this page and the page containing our Privacy and Cookie Policy from time to time to take notice of any changes we have made, as they are binding on you.
- d. Where we have supplied Services to you the version of these terms and conditions of website use effective as of the date of your ordering of such Services shall govern such supply.
- e. Some of the provisions contained in these terms and conditions of website use and our Privacy and Cookie Policy may also be superseded by provisions or notices published elsewhere on our site.

## **25. Waiver**

If we fail at any time to insist upon strict performance of any of your obligations under these terms and conditions of website use, or if we fail to exercise any of the rights or remedies to which we are entitled under these terms and conditions of website use, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations.

## **26. Severability and entire agreement**

- a. If any term, condition or provision of these terms and conditions of website use is determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision shall be severed from the remaining terms and conditions which will continue to be valid to the fullest extent permitted by law.
- b. These terms and conditions of website use, our privacy and cookie policy, together with any provisions or notices published elsewhere on our site which supersede or supplement these documents, are the whole agreement between you and us. You acknowledge that you have not entered into the obligations provided for in these terms and conditions of website use in reliance upon any statement, warranty or representation made by us or any other person and you

irrevocably and unconditionally waive any rights to claim damages and/or to rescind your obligations hereunder by reason of any misrepresentation (other than a fraudulent misrepresentation) that is not contained in these terms and conditions of website use or our privacy and cookie policy.

## **27. Notices to You**

- a. We will communicate with you in English only. You agree that we may provide a notice to you by posting it on our site or emailing it to the email address provided by you to us.
- b. With the exception of amendments to these terms and conditions of website use and our Privacy and Cookie Policy which shall have immediate effect following posting upon our site (except as expressly stated otherwise), such notices shall be deemed to have been received by you on the expiry of a period of twenty four (24) hours from the point in time they are emailed to you.

## **28. Notices to us**

- a. You may only notify us in connection with any matter arising under these terms and conditions of website use, except where specified otherwise under these terms and conditions of website use, by emailing us at [info@crowdbank.io](mailto:info@crowdbank.io).
- b. Any notification shall be deemed to have been received by us on the expiry of a period of seventy two (72) hours. For the purposes of determining this period all weekends and public holidays in Singapore shall be excluded.

## **29. Jurisdiction and applicable law**

The interpretation, construction, effect and enforceability of these terms and conditions of website use are governed by relevant Singapore law, and the relevant courts of Singapore will have exclusive jurisdiction for the determination of disputes related thereto.