

Terms of Use

BEFORE YOU USE OR ACCESS OUR WEB SITE, PLEASE READ THE FOLLOWING TERMS OF USE CAREFULLY. IF YOU DO NOT ACCEPT ALL OF THE TERMS OF USE, PLEASE DO NOT USE OR ACCESS OUR WEB SITE.

Introduction

The Terms of Use describe the terms and conditions applicable to your access and use of the Site. This document is a legally binding agreement (the "Agreement") between you as the user(s) of the Site (referred to as "you", "your" or "User" hereinafter) and us.

Please review the following basic rules that govern your use and access of the Site (the "**Agreement**"). Please also note that your use or access of the Site constitutes your unconditional agreement to follow and be bound by this Agreement, although you may "bookmark" a particular portion of this Site and thereby bypass this Agreement. If you do not accept all of the terms of this Agreement, please do not use or access the Site.

1. Application of Terms of Use

1.1 Your use and access of the Site and its services, software and products (collectively, the "Services") are governed by all terms and conditions related to this Agreement as well as the Privacy Policy, and any other rules and policies of the Site that FINTECHUB may publish from time to time. This Agreement and such other rules and policies of the Site are collectively referred to herein as the "Terms". Meanwhile, with regard to your purchases and transactions on the Site, and related terms and conditions between you as a buyer and FINTECHUB will be binding upon you. Therefore, we recommend that you read this Agreement and all relevant additional terms, conditions and information, including, but not limited to, the Privacy Policy, carefully.

1.2 You acknowledge and agree that we may amend any Terms at any time by posting the relevant amended and restated Terms on the Site. By continuing to use the Services or the Site, you agree that the amended Terms apply to you.

1.3 If we have posted or provided a translation of the English language version of the Terms, you agree that the translation is provided for convenience only and that the English language version will govern your use of the Services or the Site.

1.4 The Terms may not otherwise be modified except in writing by an authorized officer.

2. The Use of the Site

2.1 By accepting these Terms of Use through your use or access of the Site, you represent that you are (a) a person of legal age and able to form a legally binding contract in the jurisdiction in which you are a resident and from which you use the Services, and (b) permitted to receive any Services under the laws of the jurisdiction in which you are a resident and from which you use the Services. If you do not agree to (or cannot comply with) this Section 2.1, do not use this Site.

2.2 All billing and registration information provided on the Site must be truthful and accurate. Each User shall be solely responsible for the information and content posted on the Site. Providing untruthful or inaccurate information constitutes a breach of these Terms of Use.

2.3 All materials, including images, text, illustrations, designs, icons, photographs, programs, music clips or downloads, video clips and written and other materials that are part of this Site (collectively, the "Contents") are intended solely for personal, non-commercial use. You may download or copy the Contents and other downloadable materials displayed on the Site for your personal use only. No right, title or interest in any downloaded materials or software is transferred to you as a result of any such downloading or copying. You may not reproduce (except as noted above), publish, transmit, distribute, display, modify, create derivative works from, sell or participate in any sale of or exploit in

any way, in whole or in part, any of the Contents, the Site or any related software. All software used on this Site is the property of FINTECHUB or its suppliers and protected by international copyright laws. The Contents and software on this Site may be used only as a purchasing resource. Any other use, including the reproduction (except as noted above), modification, distribution, transmission, republication, display, or performance, of the Contents on the Site, without prior written permission from FINTECHUB, is strictly prohibited.

2.4 While accessing the Site, or using its services, you should not:

- a) Post or transmit false, inaccurate, misleading, defamatory, or libellous content (including but not limited to during the registration process);
- b) Violate any laws, regulations, third party rights or our policies, such as third party's intellectual property rights;
- c) Fail to deliver payment for the products and items purchased by you;
- d) Manipulate the billing process of FINTECHUB, or fail to deliver the payment or fee owed to FINTECHUB;
- e) Undermine the feedback or ratings systems;
- f) Transfer your Account (including your User ID and Password) to another party without prior written consent;
- g) Distribute spam, bulk electronic communications, chain letters, or pyramid schemes on the Site;
- h) Distribute viruses or any other technologies that may harm FINTECHUB and the Site, or the interests or property of other users;
- i) Collect information of other Users, including, but not limited to, their email addresses and User IDs, without their advance consent, in order to reap profits; or
- j) Otherwise incur any liability to the Site or FINTECHUB.

2.5 In our sole discretion, FINTECHUB reserves the right to remove from the Site any material or listing which we reasonably believe is unlawful, violates the Agreement, could result in any liability to FINTECHUB, or is otherwise inappropriate.

2.6 FINTECHUB reserves the right to limit, terminate and deny the right to use or access the Site and Service(s) of any User for any reason whatsoever, including, but not limited to, infringing any third party's intellectual property right, breaching this Agreement, and incurring any liability to FINTECHUB. Each User hereby also agrees that in no event shall FINTECHUB be liable to any User or any third party for any User's inability to use or access the Site and/or Services.

2.7 FINTECHUB may launch, change, upgrade, impose conditions to, suspend, or stop any Services (or any feature within the Services) without prior notice, except that, in the case of a fee-based Service, such changes shall not substantially adversely affect the paying Users enjoying that Service.

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5. Limitation of Liability

5.1. To the maximum extent permitted by law, this Site is provided on an "as is", "as available" and "with all facts" basis. We make no representations or warranties of any kind, express or implied, as to the operation of the Site or the information, content, materials, or products included on this Site. To the full extent permissible by applicable law, we hereby expressly disclaims any and all warranties, express or implied, including, but not limited to, any warranties of condition, quality, durability, performance, accuracy, reliability, non-infringement, merchantability or fitness for a particular purpose. Without limiting the foregoing, we disclaim any and all warranties, express or implied, for any

merchandise offered on this Site. All such warranties, representations, conditions and undertakings are hereby excluded. You acknowledge, by your use or access of the Site, that your use or access of the site is at your sole risk. This disclaimer does not apply to any product warranty offered by the manufacturer of the item. This disclaimer constitutes an essential part of this Agreement.

5.2. Under no circumstances and under no legal or equitable theory, whether in tort, contract, strict liability or otherwise, shall we or any of its affiliates, employees, directors, officers, agents, vendors or suppliers be liable to you or to any other person for any indirect, special, incidental or consequential losses or damages of any nature arising out of or in connection with the use of or inability to use the Site, including, without limitation, damages for lost profits, loss of goodwill, loss of data, work stoppage, accuracy of results, or computer failure or malfunction, even if an authorized representative has been advised of or should have known of the possibility of such damages.

5.3. In addition, in no event shall we be liable for damages stemming from any one of the following, no matter it is special, direct, indirect, punitive, incidental or consequential damages, or related to contract, negligence, tort or otherwise:

- a) Any disputes related to goods, services, or information purchased or obtained from a seller or a third-party via the Site, including, but not limited to, disputes about quality, safety, warranty, lawfulness or availability of such goods, services or information;
- b) Any violation of Third Party Rights on the Site;
- c) Unauthorized access to data or private information of any User on the Site; or
- d) Statements or conducts of any User of the Site.

5.4. Notwithstanding any of the foregoing provisions, if we, our employees, agents, affiliates, representatives or anyone acting on our behalf is found to be liable, our liability will not exceed the commissions paid by you in connection with your use of the Site during the three month period preceding the date on which the claim arose.

5.5. FINTECHUB shall not be liable for any special, direct, indirect, punitive, incidental or consequential damages or any damages whatsoever (including, but not limited to, damages for loss of profits or savings, business interruption or loss of information), whether in contract, negligence, tort, equity or otherwise or any other damages resulting from any of the following: (1) the use or the inability to use the Site or Services, (2) any defect in goods, samples, data, information or services purchased or obtained from a User or any other third party through the site, (3) any violation of third party rights or claims or demands that User's manufacture, importation, export, distribution, offer, display, purchase, sale and/or use of products or services offered or displayed on the Site may violate or may be alleged to violate third party rights or claims by any part that they are entitled to defense or indemnification in relation to assertions of rights, demands or claims by third party rights claimants, (4) unauthorized access by third parties to data or private information of any User, (5) statements or conduct of any User of the Site, or (6) any matters relating to Services, however arising, including through negligence.

5.6. The limitations and exclusions of liability to you under the Terms shall apply to the maximum extent permitted by law and shall apply whether or not we have been advised of or should have been aware of the possibility of any such losses arising.

6. Indemnification

You agree to defend, indemnify and hold FINTECHUB and any of our affiliates, directors, officers and employees harmless from and against any and all losses, claims, liabilities, damages, costs and expenses, including attorneys' fees, arising from or related to (1) your use of the Site, (2) your breach of any representations and/or warranties made by you to FINTECHUB and (3) claims asserted by third party rights claimants or other third parties relating to products offered or displayed on the Site.

7. Force Majeure

Under no circumstances shall we be held liable for any delay or failure or disruption of the content or services delivered through the Site resulting directly or indirectly from acts of nature, forces or causes beyond our reasonable control, including, without limitation, Internet failures, computer, telecommunications or any other equipment failures, electrical power failures, strikes, labour disputes, riots, insurrections, civil disturbances, shortages of labour or materials, fires, floods, storms, explosions, acts of God, war, governmental actions, orders of domestic or foreign courts or tribunals or non-performance by third parties.

8. Copyrights, Trademarks and Other Intellectual Property Rights

8.1 Unless otherwise noted, all contents on the Site are copyrights, trademarks, trade dress and/or other intellectual property owned, controlled or licensed by FINTECHUB or one of its affiliates and are protected by Singapore, and international copyright, patent, trademark and other intellectual property laws. The compilation (meaning the collection, arrangement, and assembly) of all Contents on this site is the exclusive property of FINTECHUB and is also protected by international copyright, patent, trademark and other intellectual property laws.

8.2 FINTECHUB and its suppliers and/or licensors expressly reserve all intellectual property rights in all text, programs, products, processes, technology, content and other materials which appear on the Site. Access to the Site does not confer and shall not be considered as conferring upon anyone any license under any of FINTECHUB's or any third party's intellectual property rights. Our names and logos and all related product and service names, design marks and slogans are the trademarks of FINTECHUB. All other marks are the property of their respective companies. No trademark, service mark or logo license is granted in connection with the materials contained on this Site. Access to this Site does not authorize anyone to use any name, logo or mark in any manner. The unauthorized use of these names, logos or marks is strictly prohibited.

8.3 References on this Site to any names, marks, products or services of third parties or hypertext links to third party Site or information are provided solely as a convenience to you and do not in any way constitute or imply our endorsement, sponsorship or recommendation of the third party, information, product or service. We are not responsible for the content of any third party site and do not make any representations regarding the content or accuracy of material on any such site. If you decide to link to any such third-party web sites, you do so entirely at your own risk.

9. Termination

These Terms of Use are effective unless and until terminated by either you or us. You may terminate this Agreement at any time, provided that you discontinue any further use of this Site. We also may terminate this Agreement at any time and may do so immediately without notice, and accordingly deny you access to the Site, if in our sole discretion you fail to comply with any term or provision of this Agreement. Upon any termination of the Agreement by either you or us, you must promptly destroy all materials downloaded or otherwise obtained from this Site, as well as all copies of such materials, whether made under the Terms of Use or otherwise. Our right to any Contents, and the provisions of Sections 2.6, 3, 4, 5, 6, 8, 10 and 11, shall survive any termination of this Agreement.

10. Notice

10.1 Except as explicitly stated otherwise, all notice or demand to or upon FINTECHUB shall be in writing and delivered to FINTECHUB by mail to the registered address set up above. Notice shall be deemed effective when received by us in any of the above-mentioned manner.

10.2 All notices or demands to or upon a User shall be effective if delivered personally, by e-mail to the e-mail address provided by us during the registration process (as updated from time to time, if applicable), or by posting such notice or demand on an area of the Site that is publicly accessible without a charge. Notice to a User shall be deemed to be received by such User if and when: (1) we are able to demonstrate that communication, whether in physical or electronic form, has been sent to

such User, or (2) immediately upon us posting such notice on an area of the Site that is publicly accessible without charge.

10.3 You agree that all agreements, notices, demands, disclosures and other communications that we send to you electronically satisfy the legal requirement that such communication should be in writing.

11. General

Analytics. By placing an order with us you acknowledge that we reserve the right to analyze transactional data, anonymously and in aggregate, for the purpose of identifying trends, statistics and measurements that could contribute to the enhancement of our services. By way of example and not limitation, such aggregate use could include identifying market sensitivities, and relative market interest in specific product categories. For greater clarity, any transactional data analyzed will expressly exclude any personally identifiable information and will be aggregated.

11.1 **Severability.** These Terms of Service state the entire agreement between you and FINTECHUB. If any term or condition herein shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining terms shall not in any way be affected or impaired thereby. You and FINTECHUB agree that it is our mutual intent that these Terms of Service, including without limitation any limitation of liability herein, be enforced as written, but otherwise to the maximum extent allowable by law.

11.2 **Non-Commercial Use Intent.** The products available through the FINTECHUB site are intended for non-commercial use, and purchase of any products for resale purposes is prohibited.

11.3 **Compliance with Applicable Laws.** By agreeing to these Terms of Service, you certify that any items purchased from FINTECHUB will not be exported, sold, or transferred in violation of any applicable laws, including the U.S. Export Administration Regulations or applicable U.S. sanctions and embargoes administered by the U.S. Department of the Treasury. It is your responsibility to know the laws in the country into which you are importing. By purchasing such items, you are acknowledging that said import does not violate any laws or regulations in the country into which the purchase will be imported.

11.4 **Electronic Communications.** When you visit this checkout or send e-mails to FINTECHUB, you are communicating with us electronically. You consent to enter into this agreement by electronic means, and to receive communications from us electronically. We will communicate with you by e-mail or by posting notices on this site. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

11.5 **Modifications.** We reserve the right to make changes to our checkout, policies, and these Terms of Service at any time. If any of these terms shall be deemed invalid, void, or for any reason unenforceable, that condition shall be deemed severable and shall not affect the validity and enforceability of any remaining condition.

11.6 **Assignment.** FINTECHUB shall have the right to assign these Terms of Service (including all of our rights, titles, benefits, interests, and obligations and duties in this agreement) to any of our affiliates and to any successor in interest. We may delegate certain of FINTECHUB's rights and responsibilities under this agreement to independent contractors or other third parties. You may not assign, in whole or part, this agreement to any person or entity without our prior written consent.

11.7 **English Language.** The parties hereto confirm that they have requested that these Terms of Service and all related documents be drafted in English.

11.8 **Events Beyond Our Control.** FINTECHUB shall not be liable for any failure to perform according to these Terms of Service, if such failure is caused by circumstances beyond our reasonable control including, but not limited to, acts of God, acts of war, terrorism, labour dispute, natural disaster, failures in the internet, government action or accident.

11.9 **Terms Prevail.** These Terms set out all of our obligations in relation to of provision of Products and Services to you under any accepted order. These Terms prevail over any other terms or conditions referred to elsewhere or otherwise implied. We reserve the right to update or modify these Terms of Use at any time without prior notice.