

TERMS & CONDITIONS

You must read, agree to, and accept all of the terms and conditions contained in this Agreement to be a User of our Website or the Services. Please read this Agreement carefully, and consult independent legal advice prior to agreeing and accepting these terms.

Please read these terms and conditions of the user agreement (the “**Agreement**”) between you as a User, and Propine carefully, as it constitutes a legal contract between you and Propine. The provisions of this Agreement govern your use of our Website and of our Services. The purpose of the Website and our Services is to provide our Visitors to acquaint with and Users with infrastructure for escrow, custody and management solutions for their Digital Assets (the “**Purpose**”). Please feel free to contact us at: "<https://www.propine.com/>" should you have any questions or comments in relation to the Website or Services.

This Agreement describes the conditions under which you are allowed to access the Website and Services. **If you do not agree to these Terms, you should stop visiting, accessing or using the Website immediately, whether as a Visitor, User or otherwise.**

By accessing the Website or using the Services in any manner, you are deemed to have read, understood and agreed to be bound by all of the terms of this Agreement, the Privacy & Data Protection Notice (accessible at [here](#)) (the “**Privacy Notice**”), and such other terms and conditions as may be imposed by Propine from time to time. Please read the Privacy Notice to find out how we collect, use, disclose, process and protect your personal data, in accordance with the Personal Data Protection Act 2012 (No. 26 of 2012) of Singapore (the “**PDPA**”).

Consideration for your acquiescence to all of the provisions in this Agreement has been provided to you in the form of allowing you to use our Website and our Services. You agree that such consideration is both adequate and is received upon your viewing or use any part of any of our Website or Services.

If you agree to the Agreement on behalf of an entity or agency, you represent and warrant that you have the authority to bind that entity or agency to the Agreement and agree that this Agreement is binding upon, and inures to the benefit of, your successors and permitted assigns. In that event, “**you**” and “**your**” will refer and apply to you and that entity or agency. You represent and warrant to comply with all applicable law in the access and/or use of the Website and Services.

1. DEFINITIONS & INTERPRETATION

1.1 In this Agreement, unless the context otherwise requires, the following terms shall have the respective meanings corresponding to them:

“**Affiliate**” means, with respect to a specified party, an entity that directly or indirectly through one or more intermediaries, is controlled by this party, in each case where the term “control” means possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through ownership of voting securities, by contract or otherwise.

“**Confidential Information**” means any material or information provided to, or created by, a User to evaluate a Project or the suitability of another User for the Project, regardless of whether the information is in tangible, electronic, verbal, graphic, visual, or other form. Confidential Information does not include material or information that is known to the public or that: (a) is generally known by third parties as a result of no act or omission of the User; (b) subsequent to disclosure hereunder, was lawfully received without restriction on disclosure from a third party having the right to disseminate the information; (c) was already known by User prior to receiving it from the other party and was not received from a third party in breach of that third party’s obligations of confidentiality; or (d) was independently developed by User without use of another person’s Confidential Information.

“**Digital Assets**” at any time include all cryptocurrencies that are digital and security like tokens, cryptographic assets and tokens, app coins, game coins, virtual currency, virtual tokens and any

physical storage device in respect of such Digital Assets, such as hardware wallets in the form of USB drives or similar devices.

“Intellectual Property Rights”: means all intellectual property rights including patents, rights to inventions, copyright and related rights, trademarks, trade names and domain names, rights in get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

“Master Custodian Agreement” means an agreement entered into between the User and Propine with regard to the provision of the custodian services for the Digital Assets.

“Propine”, “us”, “we” or “our” means Propine Technologies Pte. Ltd. (UEN 201810177K), a company incorporated under the laws of Singapore, and its subsidiaries, Affiliates and related corporations are operators of the Website, and any associated Services.

“Materials” means images and content, including, but not limited to, text, software, images, graphics, data, messages, or any other information, and any other Website content owned, operated, licensed, or controlled by Propine.

“Propine”, “us”, “we” or “our” means Propine Technologies Pte. Ltd. (UEN 201810177K), a company incorporated under the laws of Singapore, and its subsidiaries, Affiliates and related corporations are operators of the Website, and any associated Services.

“Services” means all services, applications and products that are accessible through the Website or downloadable from the Website (including the publicly available portions of the Website).

“User” means any Institutional investor and/or Accredited investor within the meaning of the Securities and Futures Act (Cap. 289) of Singapore, who has been onboarded as a registered user of the Services and the Website (and agreed to the terms of this Agreement) to utilise the Website and Services as agreed upon in the Master Custodian Agreement.

“Visitor” means visitors to the Website who visit the publicly available portions of the Website, who are not registered Users.

“Website” means our website located at "<https://www.propine.com/>" all affiliated websites (including mobile websites), APIs and any applications published by us or our Affiliates for access to or use of the Website or any Services, owned and operated by us, our predecessors or successors in interest, or our Affiliates.

“your” or “you” means any person who accesses our Website, including a Visitor or User and including any entity or agency on whose behalf any such person accesses or uses the Website.

1.2 In this Agreement, unless the context otherwise requires:

1.2.1 **“person”** refers to a firm, a body corporate or an unincorporated association;

1.2.2 any reference to any legal entity or individual persons includes, where appropriate, a reference to its authorised agents, delegates, successors or nominees;

1.2.3 words importing the singular include the plural and vice versa; and

1.2.4 words importing a gender will include all other genders.

2. **USER ACCOUNT**

2.1. Access

Although Visitors may access certain public areas of the Website, only registered Users may use the Services provided. We are responsible for providing you with access to our Services on an “as is” and “as available” basis, and are not responsible for ensuring you have the appropriate hardware or software required to access our Website and use our Services. You will need to purchase or license the necessary hardware and software to access the Website and Services. Any internet access or other fees that you incur to access our Website and use our Services are your sole responsibility. **This Agreement covers all public and non-public areas of the Website.**

2.2. Registration & Acceptance

2.2.1 Registration and acceptance as User will be made through an offline onboarding process. Propine may, at its sole discretion, reject any person to register as a User. By registering for a user account to use the Website or the Services (the “**User Account**”), or by your continued use of the Website or the Services, or by clicking to accept the terms of this Agreement when prompted on the Website, you agree to abide by this Agreement.

2.2.2 You are required to register for a User Account by completing a registration form, and providing certain registration details and information and accepting the terms of this Agreement and Master Custodian Agreement, to use the Services. Some of the requested information which are required to verify your identity may be personal, private or detailed. You agree to provide true, accurate, current and complete information about yourself as prompted by the online registration form or as part of forms shared by e-mail during the offline onboarding process (collectively the “**Registration Data**”), and you further agree to maintain and promptly update the Registration Data to keep it true, accurate, current and complete at all times while you are a User. We may, in our sole discretion, refuse to register a User Account for you, or limit the number of User Accounts that you may hold.

2.2.3 If you create a User Account as an employee or agent on behalf of a company, you represent and warrant that you are authorised to enter into binding contracts, including this Agreement, on behalf of yourself and the company.

2.3. Eligibility to Use & Access Website & Services

To register for a User Account or use the Website and the Services, you must, and hereby represent that you: (a) are an owner, employee or agent of the prospective User and are authorised to act for it; (b) will use the Website and the Services for the purposes defined in the Master Custodian Agreement only; (c) will comply with any licensing, registration, or other requirements with respect to your business, or the business for which you are acting; and (d) a legal entity or an individual 18 years or older (or have otherwise reached the age of majority in the jurisdiction in which you conduct business) who can form legally binding contracts.

2.4. Changes to Registration Data

You are required to promptly inform us of all changes, including, but not limited to, changes in your address and changes in any Digital Asset account used by you in connection with the Website and Services, if applicable. If you provide any information that is untrue, inaccurate, not current or incomplete, or if we or any of our authorised agents have reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, we have the right to suspend or terminate your User Account and refuse any and all current or future use of the Website and Services by you, as well as subject you to civil liability or refer you to the appropriate law enforcement authorities for criminal prosecution. We shall not be liable to make any compensation, monetary or otherwise, following such suspension, termination or inability to use

the Website or the Services. You are responsible for any fees that Propine incurs with respect to your User Account.

2.5. **Verification of Registration Data**

Upon registration for a User Account, and from time to time thereafter, your User Account will be subject to verification, including, but not limited to, validation against third-party databases or the verification of official government or legal documents confirming your identity, your location, and your ability to act on behalf of your organisation. You authorise Propine, directly (or through third parties), to make any inquiries necessary to validate your identity, your location, and confirm your ownership of your email address or financial account(s), subject to applicable law. You are required to provide us with complete and accurate information about your organisation and yourself when requested by Propine.

2.6. **Enhanced Due Diligence**

We may require you to submit additional information about yourself or your business, provide records, and arrange for meetings with Propine staff (collectively the "**Enhanced Due Diligence**"). We reserve the right to charge you costs and fees associated with such Enhanced Due Diligence although if we intend to do so, we will provide you with prior notice.

2.7. **Responsibility for User Account**

You are entirely responsible for any and all activities conducted through your User Account. You agree to notify us immediately of any unauthorised use of your User Account login ID or password, as well as of any other breach of security. While we may implement certain monitoring procedures designed to alert us to fraudulent activity, we are not responsible for any unauthorised use of your User Account, and you agree that you are solely responsible for any such unauthorised use, and for protecting the confidentiality of your password.

2.8. **Password Security**

As part of our security measures and policies, please note that we will never ask you, for any reason, to disclose your User Account password. Password inquiries will only be conducted online and only after you have signed onto the Website. In the event you receive an embedded link by email, claiming to be from us, you should not open it or click on the link, and should notify us of this immediately.

2.9. **Third Party Account Information**

In order to provide you with the Services, you may also be required to disclose certain other third-party account information to us, including, without limitation, your bank account number, your cryptocurrencies addresses and related information. As indicated elsewhere in this Agreement, we are not responsible for any unauthorised use of your User Account with the Company or any third-party accounts which you use in connection with the Services provided.

2.10. **Agreement to Receive Notifications & Other Communications**

We reserve the right to send electronic mail or other messages to you and to other Users. The purpose of these communications may include, but is not limited to:

2.10.1 providing you with information concerning your User Account;

2.10.2 providing information to you regarding products or services offered by our Affiliates or partners;

2.10.3 informing you about any of our related products or services; or

2.10.4 providing you with information about any item that we think, in our sole discretion, may be of interest to you.

3. PERMITTED PURPOSE

3.1. You may only access and use the Website and Services for the Purpose. Without our express prior written authorisation, you may not:

3.1.1 duplicate any part of our Website or the Materials contained therein or received via the Services (except as expressly provided elsewhere in this Agreement);

3.1.2 create any derivative works based on our Website or any of the Materials contained therein or received via the Services, and you agree and stipulate that any and all derivative works are not “fair use”;

3.1.3 use our Website or Services, or any of the Materials contained therein, for any public display, public performance, sale or rental, and you hereby agree and stipulate that any and all such uses are not “fair use”;

3.1.4 re-distribute our Website or any of the Materials contained therein or received through the Services, and you hereby agree and stipulate that any and all such uses is not “fair use”;

3.1.5 remove any copyright or other proprietary notices from our Website or any of the Materials contained therein;

3.1.6 frame or utilise any framing techniques in connection with our Website or any of the Materials contained therein;

3.1.7 use any meta-tags, pay-per-click advertising, or any other “hidden text” using our Website’s name or marks, and you hereby stipulate that any use of the Website’s name or marks, or any other marks owned by us is an infringement upon our trademark rights, and you agree to pay any and all fees incurred in the recovery of this amount;

3.1.8 “deep-link” to any page of our Website, or avoid agreement to this Agreement (for the avoidance of doubt, you may only link to the main entry page of the Website);

3.1.9 circumvent any encryption or other security tools used anywhere on the Website or in conjunction with the Services (including the theft of usernames and passwords or using another person’s username and password in order to gain access to a restricted area of the Website);

3.1.10 use any data mining, bots, scrapers or similar data gathering and extraction tools on the Website or in conjunction with the Services;

3.1.11 sell, rent, lease, license, sublicense, transfer, distribute, re-transmit, time-share, use as a service bureau or otherwise assign to any third party the Materials or Services or any of your rights to access and use the Materials or Services as granted specifically by this Agreement;

3.1.12 use our Services to impersonate any other User or person;

3.1.13 use any Material or information on our Website or included in our Services in any manner that infringes any copyright, trademark, patent, trade secret, publicity or other proprietary right of any party;

3.1.14 upload or attempt to upload files that contain viruses, trojan horses, worms, time bombs, cancelbots, corrupted files, or any other similar software or programmes that may damage the operation of the property of another;

- 3.1.15 upload, post, email or otherwise transmit any submission that you do not have a right to transmit under contractual, fiduciary or other relationships (such as inside information, trade secrets, proprietary and Confidential Information learned or disclosed as part of employment relationships or under nondisclosure agreements);
 - 3.1.16 restrict or inhibit any other User from using and enjoying the Services.
 - 3.1.17 harvest or otherwise collect information about others, including e-mail addresses or other personally-identifiable information;
 - 3.1.18 violate any applicable laws, policies, or regulations; and/or
 - 3.1.19 do anything that may adversely affect proper operation of the Website, the Services and the reputation and goodwill of Propine.
- 3.2. If you are seeking information regarding any illegal activities or seeking to engage in any illegal or fraudulent financial activity, please leave this Website immediately and do not attempt to use the Services. You acknowledge and agree that you are aware of the legality of using our Services in your relevant local jurisdiction, and you agree that you will not use the Services, if such use is prohibited or otherwise violates the laws of your state, province, country, or other jurisdiction.

4. PROPINE SERVICES. MASTER CUSTODIAN AGREEMENT

4.1. Digital Assets Account

- 4.1.1 Propine provides safekeeping and custodial services in respect to your Digital Assets deposited to the account opened by you under your User Account and controlled and secured by Propine. (“**Digital Asset Account**”).
- 4.1.2 The Digital Assets shall be received, deposited to and held in the Digital Asset Account of your User Account pursuant to the terms and conditions of the Master Custodian Agreement entered into between you and Propine at the time of registering as a User.
- 4.1.3 The Digital Assets that are received and deposited to the Digital Asset Account of your User Account are completely separate from the general assets of Propine.

4.2. Master Custodian Agreement.

- 4.2.1 As a part of the registration as a User of the Website and Services you will be required to enter into a Master Custodian Agreement with Propine.
- 4.2.2 You agree and understand that the terms and conditions of the Master Custodian Agreement shall govern the provision of the custodian services for the Digital Assets by Propine to you.

4.3. Appointment of Regulated Third Parties

- 4.3.1 You may appoint appropriately regulated third parties to access your User Account as authorised users in accordance with the process agreed in the Master Custodian Agreement. If you do, you should be aware that by virtue of such access, that third party may access your transactional and other data, and / or may initiate transfers from your User Account.
- 4.3.2 We are not responsible for any loss or damage incurred as a result of such third parties unauthorised transfers as a result of your appointment/authorisations.
- 4.3.3 We may refuse access to regulated third parties for objectively justified and duly evidenced reasons relating to unauthorised or fraudulent access to your User Account.

In such cases, unless we are prohibited by applicable law, we will inform you that that third party's access has been denied and the reasons why. We will permit access again once we are satisfied that the reasons for refusing access no longer exist.

4.4. **User Account Information**

You will be able to see your account balance and your transaction history using our Website, including:(i) the amount of each Digital Assets, (ii) a reference to identify the dates and times of the withdrawals and deposits and (iii) any fees charged (including a breakdown of the fees).

4.5. **User Account Security**

Our [policy] does not cover any losses resulting from any unauthorised access to your User Account. You agree and understand that you are solely responsible (and you will not hold us responsible) for managing and maintaining the security of your User Account login credentials and any other required forms of authentication, including your keys and passwords. You further agree and understand that, we are not responsible (and you will not hold us responsible) for any unauthorized access to or use of your User Account.

4.6. **Service Interruptions**

From time to time due to technological factors, scheduled software uploads and other factors beyond or within our control, the Website or other Services may be temporarily interrupted. You agree that we are not liable for any loss and damage arising from such interruption and you agree to hold us harmless against any such interruption of or inability to access the Website or Services.

5. **SUSPENSION, TERMINATION & CANCELLATION**

5.1. Your User access will be restricted and the User Account will be closed automatically on termination of the Master Custodian Agreement with Propine and after your Digital Assets held by Propine are duly transferred to your prescribed account. You may close your User Account by providing written notice to us in accordance with the Master Custodian Agreement, and on such notice, a hold will be placed on your User Account to allowing all pending transactions to clear, if any. After notifying us of your desire to close your User Account, you may only withdraw the remaining available Digital Assets associated with your User Account after clearing all pending fees due to Propine as agreed under the Master Custodian Agreement and the relevant schedule of fees from time to time.

5.2. We may: (i) refuse to complete or block, cancel or reverse a transaction you have authorised (ii) suspend, restrict, or terminate your access to any or all of the Services, and/or (iii) deactivate or cancel your User Account with immediate effect for any reason, including but not limited to where:

5.2.1 we are, in our reasonable opinion, required to do so by applicable law or any court or other authority to which we are subject in any jurisdiction;

5.2.2 we reasonably suspect you of acting in breach of this Agreement;

5.2.3 we have concerns that a transaction is erroneous or about the security of your User Account or we suspect the Services are being used in a fraudulent or unauthorised manner;

5.2.4 we suspect money laundering, terrorist financing, fraud, or any other financial crime;

5.2.5 use of your User Account is subject to any pending litigation, investigation, or government proceeding and/or we perceive a heightened risk of legal or regulatory non-compliance associated with your User Account activity; and / or

5.2.6 you take any action that may circumvent our controls such as opening multiple User Accounts or abusing promotions which we may offer from time to time.

- 5.3. We are not responsible for any loss of Digital Assets resulting from your violation of this Agreement, Master Custodian Agreement or from any government forfeiture.
- 5.4. Without limiting other remedies available to us, we may immediately issue a warning, temporarily suspend, indefinitely suspend, or terminate your access to and use of the Website and Services, including **closing your User Account, at any time, with or without advance notice, if:**
 - 5.4.1 we believe, in our sole and absolute discretion, that you have breached any material term of this Agreement or the document(s) it incorporates by reference;
 - 5.4.2 we are unable to verify or authenticate any information you provide to us;
 - 5.4.3 we believe, in our sole and absolute discretion, that your actions may cause legal liability for you, our users or us; or
 - 5.4.4 we decide to cease operations or to otherwise discontinue any Services or options provided by the Website, or parts thereof.
- 5.5. We may also refuse to complete a transaction you have authorised where there is insufficient Digital Assets in your User Account and transaction at the time that we receive notification of the transaction.
- 5.6. If we refuse to complete a transaction and / or suspend or close your User Account, or terminate your use of Services in this way, we will (unless it would be unlawful for us to do so) provide you with notice of our actions and the reasons for refusal, suspension or closure and where appropriate, with the procedure for correcting any factual errors that led to the refusal, suspension or closure. In the event that we refuse to complete a transaction and / or suspend your User Account we will lift the suspension as soon as reasonably practicable once the reasons for refusal and / or suspension no longer exist. However, we are under no obligation to allow you to reinstate a transaction at the same price or on the same terms as the suspended, reversed or cancelled transaction.
- 5.7. We may suspend, restrict, or terminate your access to any or all of the Services and/or deactivate or cancel your User Account, without reason, without prior notice and at its sole discretion. You acknowledge that our decision to take certain actions, including limiting access to, suspending, or closing your User Account, may be based on confidential criteria that are essential to our risk management and security protocols. You agree that we are under no obligation to disclose the details of its risk management and security procedures to you.
- 5.8. You agree that neither the Website nor any third party acting on our behalf shall be liable to you for any termination of your access to any part of the Website or Services in accordance with this Agreement.
- 5.9. You agree that if your access is terminated by us, you will not attempt to regain access to the Website or Services using the same or different username without prior written consent from us.

6. FEEDBACK

You acknowledge and agree that any materials, including but not limited to questions, comments, feedback, suggestions, ideas, plans, notes, drawings, original or creative materials or other information, regarding Propine and/or the Services (collectively the “**Feedback**”) that are provided by you, whether by email, posting to the Website, or otherwise, are non-confidential, and that by posting, uploading, inputting, providing or submitting your Feedback, you waive any so-called “moral rights of authors” in connection with the Feedback and acknowledge and agree that Propine may use, exploit, distribute, reproduce, advertise, promote, publicise, alter, modify or edit the Feedback or combine the Feedback with other works including other Propine Intellectual Property Rights, at our sole discretion. No compensation will be paid with respect to

the use of your Feedback, as provided herein. You further acknowledge and agree that you shall promptly execute all documents and do all things necessary to vest or assign full right, title and interest in the Feedback in and to Propine.

7. DISCLAIMER OF WARRANTY

7.1. Express Disclaimers

By accessing and/or using the Website or Services, you expressly acknowledge and agree that:

- 7.1.1. such use of the Website and Services is at your own and sole risk;
- 7.1.2. any material and/or data downloaded or otherwise obtained through the access and/or use of the Website and Services or any of the Materials contained therein is done at your own discretion and risk and you are solely responsible for any damage to your computer system or loss of data that results from the download of such material and/or data;
- 7.1.3. the Website and Services, and all materials contained therein, are provided “as is” without warranty of any kind, either express or implied, including, but not limited to, any implied warranties of merchantability, fitness for a particular purpose, title, or non-infringement;
- 7.1.4. we make no representations or warranties that the Website and Services, or any Materials contained therein, will be uninterrupted, timely, secure, or error-free; nor do We make any representations or warranties as to the quality, suitability, truth, usefulness, accuracy, or completeness of the Website and Services or any of the Materials contained therein;
- 7.1.5. we make no warranty, express or implied, regarding any transaction entered into through the Website or Services; and
- 7.1.6. **the value of Digital Assets can be volatile, and we are not in any way responsible or liable for any losses you may incur by holding or trading the cryptocurrencies, even if the Website or Services are delayed, suspended, or interrupted for any reason.**

7.2. Digital Assets Disclaimer

By accessing and/or using the Website or Services, you expressly acknowledge and agree that:

- 7.2.1 we are not responsible for any loss or damage incurred by you as a result of your use of our Services or for your failure to understand the nature of cryptocurrencies or the market for such cryptocurrencies. All we are providing you is a method by which you can exchange, trade, and/or store certain cryptocurrencies, and we make no representations or warranties concerning the value, stability, or legality of any such cryptocurrencies.
- 7.2.2 you acknowledge the following risks related to your use of the Website and the Services:
 - 7.2.2.1 the risk of loss in trading Digital Assets may be substantial and losses may occur over a short period of time.
 - 7.2.2.2 the price and liquidity of Digital Assets has been subject to large fluctuations in the past and may be subject to large fluctuations in the future.
 - 7.2.2.3 Digital Assets are not legal tender, and are not backed by any government.
 - 7.2.2.4 legislative and regulatory changes or actions at a national or international level may adversely affect the use, transfer, exchange and value of Digital Assets.

- 7.2.2.5 transactions in Digital Assets may be irreversible, and accordingly, losses due to fraudulent or accidental transactions may not be recoverable.
- 7.2.2.6 some Digital Assets transactions shall be deemed to be made when recorded on a public ledger, which is not necessarily the date or time that the customer initiates the transactions.
- 7.2.2.7 the value of Digital Assets may be derived from the continued willingness of market participants to exchange fiat currencies for Digital Assets, which may result in the potential for permanent and total loss of value of a particular cryptocurrency should the market for that cryptocurrency disappear.
- 7.2.2.8 there is no assurance that a person who accepts Digital Assets as a payment today will continue to do so in the future.
- 7.2.2.9 the nature of Digital Assets may lead to an increased risk of fraud or cyberattack, and may mean that technological difficulties experienced by Propine may prevent the access or use of your Digital Assets.
- 7.2.2.10 any bond or trust account we may hold for your benefit may not be sufficient to cover all losses incurred by you.

7.3. **You acknowledge and agree that you are solely responsible for determining the nature, potential value, suitability, and appropriateness of those risks for you, and that Propine does not give advice or recommendations regarding Digital Assets, including the suitability and appropriateness of, and investment strategies for, Digital Assets. You acknowledge and agree that you shall access and use the Services and the Website at your own risk.**

7.4. **This brief statement does not disclose all of the risks associated with trading in Digital Assets. You should, therefore, carefully consider whether such trading is suitable for you in light of your circumstances and financial resources. You should be aware that you may sustain a total loss of the funds in your User Account, and that under certain market conditions, you may find it difficult or impossible to liquidate a position.**

7.5. **No Implied Warranties**

The warranties and representations expressly set forth in this Agreement are the only warranties and representations made by us with respect to this Agreement and the Services, and are in lieu of any and all other warranties, written or oral, express or implied, that may arise either by agreement between the parties or by operation of law or otherwise, including warranties of merchantability and fitness for a particular purpose which are excluded to the fullest extent permitted by applicable laws. None of these warranties and representations will extend to any third person.

8. **LIABILITY**

8.1. **Improper Use of Website or Services**

The provision of any services which are in violation of any laws is strictly prohibited. If we determine that you or any User has provided or intends to engage in any activity or provide any services or material in violation of any law, your ability to use the Website and Services will be terminated immediately without any reimbursement of any payment or fees you may have made to us. We reserve the right, in our sole and absolute discretion, to cooperate with law enforcement upon legal request and/or advisement of an attorney. We hereby disclaim any liability for damages that may arise from any User providing any material or services for any purpose that violates any law.

8.2. **Release of Propine**

If you have a dispute with one or more Users of the Services, you agree that neither we nor our Affiliates or service providers will be liable for any claims, demands and damages (actual and consequential) of any kind or nature arising out of or in any way connected with such disputes.

8.3. **Third Party Links**

8.3.1 Some websites which are linked to or from the Website are owned and operated by third parties including but not limited to our counterparties and partners. As we have no control over such websites and resources, you acknowledge and agree that we are not responsible or liable for the availability of such external websites or resources, and do not screen or endorse such websites or the content, products, advertising or other materials presented therein, and are not responsible or liable for any such content, advertising, services, products, or other materials on or available from such websites or resources.

8.3.2 Use of any website controlled, owned or operated by third parties is governed by the terms and conditions of use for those websites, and not by this Agreement.

8.3.3 You further acknowledge and agree that we shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such third-party content, goods or services available on or through any such website or resource. If you decide to access any such third-party website, you do so entirely at your own risk and subject to any terms and conditions and privacy policies posted therein.

8.4. **Indemnification**

8.4.1 To the maximum extent permitted by applicable law, you agree to defend, indemnify, and hold harmless Propine, its parent company, Affiliates and subsidiaries, independent contractors, telecommunication providers, employees and agents (collectively, the "**Indemnified Parties**"), from and against any and all claims (including third-party claims), actions, loss, liabilities, expenses, costs, or demands, including, without limitation, legal and accounting fees (collectively, "**Losses**"), directly or indirectly, resulting from or by reason of: (i) your (or you under another person's authority, including, without limitation, to governmental agencies) use, misuse, or inability to use the Website, Services, or any of the Materials contained therein; or (ii) your breach of this Agreement.

8.4.2 We shall notify you by electronic mail, mail, or other appropriate means, of any such claim or suit, and reasonably cooperate (at your expense) in the defence of such claim or suit. We reserve the right to participate in the defence of such claim or choose our own legal counsel, but are not obligated to do so.

8.5. **No Warranties**

The Services are provided on an "as is" and "as available" basis without any representation or warranty, whether express or implied, to the maximum extent permitted by applicable law: specifically we disclaim any implied warranties of title, merchantability, fitness for a particular purpose and/or non-infringement. We do not make any representations or warranties that access to the Website, any of the Services, or any of the materials contained therein, will be continuous, uninterrupted, timely, or error-free.

8.6. **No Agency Relationship**

Nothing in this Agreement shall be deemed to constitute, create, imply, give effect to, or otherwise recognise a partnership, employment, joint venture, or formal business entity of any kind; and the rights and obligations of the Parties shall be limited to those expressly set forth herein. We are not your agent or other representative. Except for the indemnity and exculpation provisions

herein, nothing expressed in, mentioned in, or implied from this Agreement is intended or shall be construed to give any person other than the Parties hereto any legal or equitable right, remedy, or claim under or in respect to this Agreement to enforce any of its terms which might otherwise be interpreted to confer such rights to such persons. This Agreement and all representations, warranties, covenants, conditions and provisions hereof are intended to be and are for the exclusive benefit of you and us.

8.7. Force Majeure

8.7.1. We will not be liable for our failure to perform any obligations under this Agreement due to events beyond our control, and the time provided for performing such obligations shall be extended by a period of time equal to the duration of such events. Events beyond our control include, but are not limited to, acts of God, war, riot, arson, embargoes, civil commotion, strikes, labour disputes, equipment failures, bank failures, cryptocurrency market collapse or fluctuations, credit or debit card transaction processing failures, strikes, fire, flood, earthquake, hurricanes, tropical storms or other natural disaster or casualty, shortages of labour or material, shortage of transportation, facilities, fuel, energy, government regulation or restriction, acts of civil or military authority or terrorism, fibre cuts, weather conditions, breaches or failures to perform by third parties, technical problems, including hardware and software crashes and other malfunctions, failure of the telecommunications or information services infrastructure, hacking, spam or failure of any computer, server or software disruptions on account of or caused by vandalism, theft, phone service outages, power outage, internet disruptions, viruses, and mechanical, power or communications failures.

8.7.2. If, after the date of this Agreement, any law, regulation, rule, regulation or decision of any funding method association, or ordinance, whether federal, state, or local, becomes effective which substantially alters our ability to perform Services hereunder, we shall have the right to cancel this Agreement, with notice, if reasonably possible, effective upon the earlier of (i) the date upon which we are unable to provide our Services hereunder; or (ii) 30 days following notice.

9. GRANT OF LICENCE & PROPINE INTELLECTUAL PROPERTY RIGHTS; CONFIDENTIALITY

9.1. Grant of Licence

9.1.1 As a Visitor and/or User of the Website and the Services, Propine grants you a limited license to access the Website and the Services. This licence is subject to compliance with this Agreement and, to the extent applicable, the Privacy Notice, and any such other terms and conditions as may be imposed by Propine from time to time. Except as otherwise provided in this Agreement, the contents of the Website and the Services are owned by or licensed to Propine, and protected by various intellectual property and other laws.

9.1.2 You acknowledge and agree that the Website and the Services and all associated Intellectual Property Rights are owned by Propine (or its licensor, where applicable) and are protected by Singapore copyright laws and other laws. Except as expressly stated in this Agreement, Propine grants you no other right or license, express or implied, to the Website and the Services, including without limitation, any right to use, copy, publish, display, compile, transmit, broadcast or otherwise exploit the Website and the Services. No proprietary rights are intended to be transferred or conferred by this Agreement. Propine reserves all rights to and in the Website and the Services, including any and all patent, trademark, copyright, trade secret, intellectual and industrial property rights, developed or in existence and in all forms of media throughout the world for Propine's use and disposition at its sole discretion without any obligation to you.

9.1.3 Where your access or use of the Website and the Services is in contravention with the permitted purpose, for instance, where you directly or indirectly copy, translate, adapt,

modify, alter, decompile, disassemble, or otherwise reverse engineer or create any derivative work of the Services, merge the Services or any part thereof with any other application or change Services in whole or in part, or where you violate any of this Agreement, the limited licence granted under this Agreement will terminate immediately, without prejudice to any of our accrued rights under law or otherwise.

9.2. **Propine Marks**

Propine and our licensors retain all right, title, and interest in and to all Intellectual Property Rights related in and to the Website and the Services. The “Propine” logos and names are trademarks of Propine (the “**Propine Marks**”). For the avoidance of doubt, nothing in this Agreement grants you a right to use any of the Propine Marks, regardless of whether they are registered, without our prior written consent. All other product names, company names, marks, logos, and symbols on the Website or the Services may be the trademarks of their respective owners.

9.3. **Other Marks**

The product and service names of any other entities as displayed on the Website or Services may be trademarks and service marks of their respective companies and are the exclusive property of such respective owners, and may not be used publicly without the express written consent of the owners and/or holders of such trademarks and service marks. You acknowledge and agree that we either own or have been authorised by relevant third-party intellectual property owners to use all trademarks, copyright, patents, design and intellectual property of any nature and form found on the Website and the Services.

9.4. **No Infringement**

All of the marks, logos, domains, and trademarks that you find on the Website and Services may not be used publicly except with express written permission from Propine, and may not be used in any manner that is likely to cause confusion among consumers, or in any manner that disparages or discredits Propine.

9.5. **Ownership of Copyrights**

9.5.1 The Materials accessible from the Website, Services, and any other website owned, operated, licensed, or controlled by us are our proprietary information and valuable intellectual property and we retain all right, title, and interest in such Materials. No rights, title or interest in any such Materials are transferred to you by access to the Website and Services.

9.5.2 All Materials included on the Website, such as text, graphics, photographs, video and audio clips, music, soundtracks, button icons, streaming data, animation, images, downloadable materials, data compilations and software are the property of Propine or its content suppliers and are protected by Singapore and international copyright laws. The compilation of all Materials on the Website is the exclusive property of the Propine or its content suppliers and protected by Singapore and international copyright laws, as well as other laws and regulations.

9.6. **No Alteration or Distribution**

The Materials may not be copied, distributed, republished, modified, uploaded, posted, or transmitted in any way without our prior written consent, except that you may print out a copy of the Materials solely for your personal use. In doing so, you may not remove or alter, or cause to be removed or altered, any copyright, trademark, trade name, service mark, or any other proprietary notice or legend appearing on any of the Materials. Modification or use of the Materials except as expressly provided in this Agreement violates our intellectual property rights.

9.7. **Confidentiality**

You agree to hold any Confidential Information from Propine you obtain as a result of using this Website and the Services in confidence and, unless required by law, not to make the Confidential Information available to any third party or to use the Confidential Information for any purpose other than the business activities for which you were given access to the Confidential Information. You agree to take all reasonable steps to ensure that Confidential Information is not disclosed or distributed by your employees or agents in violation of the terms of this Agreement. Upon written request by the disclosing party, the receiving party will promptly destroy or return the disclosing party's Confidential Information and any copies thereof contained in or on its premises, systems, or any other equipment otherwise under its control.

10. DATA PROTECTION

- 10.1. You acknowledge that we may process personal data in relation to you (if you are an individual), and personal data that you have provided or in the future provide to us in relation to your employees and other associated or other individuals, in connection with this Agreement, or the Services. Accordingly, you represent and warrant that:
- 10.1.1 your disclosure to us of any personal data relating to individuals other than yourself was or will be made in accordance with all applicable data protection and data privacy laws, and those data are accurate, up to date and relevant when disclosed;
 - 10.1.2 before providing any such personal data to us, you have read and understood our Privacy Notice, and, in the case of personal data relating to an individual other than yourself, have (or will at the time of disclosure have) provided a copy of that Privacy Notice (as amended from time to time), to that individual; and
 - 10.1.3 if from time to time we provide you with a replacement version of the Privacy Notice, you will promptly read that notice and provide a copy to any individual whose personal data you have provided to us.

11. AMENDMENTS

- 11.1. We reserve the right to revise this Agreement from time to time, in our sole and absolute discretion. Your continued use of the Website and the Services shall be deemed acceptance of the then prevailing terms and conditions. You agree that all modifications or changes to this Agreement are in force and enforceable immediately upon posting. Any updated or revised version supersedes any prior versions immediately upon posting, and the prior version will be of no continuing legal effect unless the revised version specifically refers to the prior version and keeps the prior version or portions thereof in effect. To the extent any amendment of this Agreement is deemed ineffective or invalid by any court, the parties intend that the prior, effective provisions of this Agreement be considered valid and enforceable to the fullest extent, and all remaining provisions shall remain in full force and effect.
- 11.2. It is your responsibility to periodically review this Website and Agreement to determine if any of the terms have changed. Where you have failed to do so, you assume all responsibility for your neglect of your legal rights, and you agree that such failure amounts to your affirmative waiver of your right to review the amended terms.
- 11.3. Copies of the most up-to-date version of the Agreement will be made available in the Website at all times.

12. ASSIGNMENT

The rights and liabilities of the parties hereto will bind and inure to the benefit of their respective assignees, successors, executors, and administrators, as the case may be. You may not assign

this Agreement without our prior written consent. Propine is entitled to and reserves all rights to assign or novate this Agreement to any person or entity at any time and shall give the User subsequent notice of such assignment or novation.

13. SEVERABILITY

If for any reason a court of competent jurisdiction or an arbitrator finds any provision of this Agreement, or any portion thereof, to be invalid, unenforceable or illegal, such invalidity, unenforceability or illegality shall not affect the remainder of this Agreement which will continue to be in full force and effect.

14. NO WAIVER

No waiver or action made by us shall be deemed a waiver of any subsequent default of the same provision of this Agreement. No failure or delay in exercising or enforcing any privilege, right, remedy, or power hereunder shall be deemed a waiver of such provision by us. If any term, clause or provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other term, clause or provision and such invalid term, clause or provision shall be deemed to be severed from this Agreement. All waivers must be in writing.

15. HEADINGS

All headings are solely for the convenience of reference and shall not affect the meaning, construction or effect of this Agreement.

16. ENTIRE AGREEMENT

This Agreement, together with our Privacy Notice, and such other terms and conditions as may be imposed by Propine from time to time constitutes the entire agreement between the Parties with respect to your access and use of the Website, Services and the Materials contained therein, and your use of the Website and Services. This Agreement, together with our Privacy Notice, supersedes and replaces all prior understandings or agreements, written or oral, regarding such subject matter.

17. OTHER JURISDICTIONS

We make no representation that the Website, Services or any of the Materials contained therein are appropriate or available for use in other locations, and access to them from territories where their content or function may be illegal or is otherwise prohibited. Those who choose to access the Website and Services from such locations do on their own initiative and are solely responsible for determining compliance with all applicable local laws.

18. RIGHT TO INJUNCTIVE RELIEF

Each Party acknowledges that the other party's remedies at law may be inadequate to provide them with full compensation in the event of a breach of this Agreement, and that the non-breaching party shall therefore be entitled to seek injunctive relief in the event of any such breach, in addition to seeking all other remedies available at law or in equity.

19. GOVERNING LAW & JURISDICTION

19.1 This Agreement shall be governed by, construed under and enforced in accordance with the laws of Singapore, without regard to any conflict of law provisions. The parties shall use best efforts to settle any dispute, claim, disagreement, question or issue directly through good-faith negotiations, which shall be a precondition to either party commencing any legal action. Any action in connection with, relating to or arising from this agreement shall be finally resolved by arbitration in Singapore in accordance with

the Arbitration Rules of the Singapore International Arbitration Centre for the time being in force (“**SIAC Rules**”). The tribunal shall consist of one (1) arbitrator to be appointed in accordance with the SIAC Rules. All arbitration proceedings shall be in the English language. The seat of arbitration shall be Singapore. The decision of the arbitrator shall be final and binding.

- 19.2 If the decision of the arbitrator can be appealed to the courts under Singapore laws. You agree to be subject to the personal jurisdiction in, and the exclusive venue of, the courts in Singapore, to the extent relevant, and hereby waive any objection to such jurisdiction and venue for the purpose of any such appeal.

20. NOTICES, SUPPORT & QUESTIONS

Any notice, request, consent or approval required or permitted to be given under this Agreement or pursuant to law shall be sufficient if in writing, and in the case of the User, when sent by email and/or registered mail to the relevant address provided by the User, and in the case of Propine, to the address as set out below:

Email address : [contact@propine.com]

Address : 80 Robinson Road #08-01 Singapore 068898

Updated: September 2019