

# Terms Of Use

## LEGAL INFORMATION

The FundedHere Terms of Use (“**Terms**”) govern each user’s access and use of the platform at <https://www.fundedhere.com> (“**Platform**”) and any services accessible via the Platform (collectively, the “**Services**”). Please read these Terms and our Privacy Policy (which is incorporated within these Terms by reference) carefully prior to accessing or using the Platform and Services. By accessing and using the Platform and Services in any manner, including but not limited to registering as a member, visiting or browsing the Platform, your continued use of the Platform and Services constitutes your acknowledgement and understanding of, and agreement with, these Terms. If you do not agree to these Terms, our Privacy Policy or any other documents referred to by these Terms or relevant to your access and use of the Platform and Services, you shall immediately exit from the Platform, cease using the Platform and Services and cancel your registration (if applicable).

If you agree with these Terms, you also undertake to familiarise yourself with and comply with the Terms and the Privacy Policy including without limitation any other documents referred to by these Terms or relevant to your access and use of our Platform and the Services provided (as may be amended from time to time). Each time you access and use our Platform and Services, you represent, warrant and undertake (i) to accept, comply with and be bound by these Terms; and (ii) to comply with all applicable laws, regulations and rules in relation to your access to and use of the Platform and the Services.

The Platform and Services are owned and operated by Funded Here Pte. Ltd., a company incorporated under the laws of the Republic of Singapore having our registered address at 9 Raffles Place #29-01 Singapore 048619 (“**FundedHere**”, “**we**”, “**us**”, “**our**”) and “**you**”, “**your**” or “**yours**” means the natural persons of any nationality or legal entity who is a user or a Member (as defined below) of the Platform (as applicable) to whom this Terms apply.

**FundedHere retains the right to disable, suspend and/or terminate your User Account (as defined below), at any time and without notice, as we deem fit including your failure, refusal and/or recklessness in complying with any of the provisions of these Terms.**

## WARRANTIES AND UNDERTAKINGS

If you are a natural person, you hereby represent and warrant that you have read and understood these Terms and that you are at least 18 years old and above. Users under 18 years of age (“**Minor**”) are ineligible and not permitted to use the Platform and Services unless a guarantee is provided by an individual or a parent or legal guardian who is at least 18 years old and such person is not declared a bankrupt (“**Guarantor**”). The guarantee shall be provided in respect of the Minor’s obligation to any contract made with FundedHere and/or our related corporations and affiliates for the access and use of the Platform and Services. By providing a guarantee, the Guarantor agrees and undertakes to be bound by the Terms and such guarantee shall be enforceable against the Guarantor should the Minor defaulted on its obligations.

If you are using our Platform and Services on behalf of a legal entity (e.g. a company interested in subscribing to a note on the Platform), you represent and warrant that you are an authorised representative who have the right to enter into agreements on behalf of such legal entity.

In addition, whether you are an individual or a legal entity, you further represent and warrant that if you are registering as an investor, you are an accredited investor or institutional investor within the meaning of the SFA prior to making any investment via the Platform. All information given, declared and submitted to FundedHere are deemed to be true, accurate and complete.

Users who are suspended from using the Platform and Services are not eligible to use the Platform and Services. FundedHere reserves the right to refuse use of the Platform and Services by anyone and to reject, cancel, interrupt, remove or suspend any subscription of note(s), contribution, or services at any time and without notice for any reason without liability.

## MEMBERS’ POLICY

Some pages of this Platform are open to all users and may be browsed by any visitor. However, access to and use of password-protected and/or secured areas of the Platform are restricted to authorised users who have created a user account on the Platform (“**User Account**”) and been verified, approved and accepted as a member by FundedHere (“**Member**”) in accordance with the instructions and terms and conditions set forth on the Platform.

Members may, subject to FundedHere’s approval, access to the Platform and Services by means of such mode of authentication as may be required by FundedHere from time to time upon successful registration as a Member. The authentication may require a username and password pair, set up by the Member on its account via the Platform. FundedHere shall be entitled to vary, update or change the mode of authentication from time to time.

Authorized users and/or Member must refrain from sharing user IDs and passwords, ensure the security of these credentials from unauthorized access, and manage the Platform access diligently to safeguard the Member’s interests.

FundedHere acts as an intermediary host provider of the Platform dedicated to facilitating an online venue for the conduct of crowdfunding activities by connecting each of the Member. FundedHere does not provide any advice or take any part in the crowdfunding activities. Any

and all investment such as the subscription of note(s) by a Member is always made without the involvement of FundedHere, and any investment agreement is made only between the relevant parties such as a funding special purpose vehicle or a note issuer and a Member who are either an accredited investor/institutional investor within the meaning of the Securities and Futures Act 2001 reporting interest to invest in such a company or a merchant seeking to procure financial support from third parties through the Platform. Any decision to invest in a company is solely the decision of such investing Member. FundedHere shall never be liable for any Member's obligations including without limitation non-payment of any investment amount in respect of the relevant note subscription, and for any non-issuance of shares or debt securities or non-repayment of advance funding (including principal amount and interest).

## FEES

Upon completion of a successful registration of the Member on the Platform, FundedHere reserves the right to levy and charge such fees on the Member as it may deem fit from time to time, less the auxiliary fees (not limited to credit card/ bank transaction fees).

### Specific fees applicable to Members who are investors

By accessing and agreeing to be a Member as an investor on the Platform, such Member agrees and undertakes to pay the fees as may be imposed by FundedHere from time to time.

### Specific fees applicable to Members who are merchants

By accessing and agreeing to be a Member as a merchant on the Platform, such Member agrees and undertakes to pay the fees as may be imposed by FundedHere from time to time.

## RULES OF CONDUCT

You are solely responsible for your conduct and activities on the Platform and regarding FundedHere including without limitation any and all documents, data, text, information, graphics, images, photographs, profiles, audio, video, items, and links (collectively, the "Contents") that you submit, post, and display on the Platform.

Your Contents and your use of the Platform shall not:

- Be false, inaccurate or misleading;
- Be fraudulent or involve the sale of illegal, counterfeit or stolen products;
- Promote or encourage any form of illegal activity;
- Infringe upon any third-party's copyright, patent, trademark, trade secret or other proprietary or intellectual property rights or rights of publicity or privacy;
- Violate these Terms, any site policies, any community guidelines, any project guidelines, or any applicable laws, statute, ordinance or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising);
- Be defamatory (whether libel or slander), , unlawfully threatening, unlawfully harassing, or impersonate or intimidate any person, or falsely state or otherwise misrepresent your affiliation with any person, through for example, the use of similar email address, nicknames, or creation of false account(s) or any other method or device;
- Be offensive and/or promote violence, degradation, subjugation, discrimination or hatred against individuals or groups based on race, ethnic origin, religion, disability, gender, age, veteran status, sexual orientation, or gender identity;
- Be obscene or contain sexually explicit material or show people or animals being hurt or degraded;
- Contain any malicious code, data or set of instructions that intentionally or unintentionally causes harm or subverts the intended function of the Platform, including, but not limited to viruses, trojan horses, worms, time bombs, cancelbots, easter eggs or other computer programming routines that may damage, modify, delete, detrimentally interfere with, surreptitiously intercept, access without authority or expropriate any system, data or personal information;
- Host images not part of a listing;
- Appear to create and/or intend to create any liability for FundedHere including our related company and affiliates ("FH Affiliates") or cause FundedHere and/or FH Affiliates to lose (in whole or in part) the services of our Internet Service Providers ("ISP") or other suppliers; and/or
- Cause FundedHere and FH Affiliates to violate any applicable law, statute, ordinance or regulation, or violate the Terms.

(collectively, the "Misconduct")

Notwithstanding the foregoing, FundedHere reserves the right to remove and terminate any User Accounts for such Misconduct.

## INTELLECTUAL PROPERTY

Unless otherwise stated, FundedHere is the legal and beneficial owner or the licensee of all intellectual property rights on the Platform, including but not limited to registered or unregistered design rights, patents, trademarks, copyrights and goodwill in the material published, referred and/or used on the Platform such as "d2z SKU funding" and any other marks or know-hows FundedHere may acquire from time to time. Such content includes at any given time text, graphics, logos, icons, images, sound clips, video clips and data compilations, and together

with the Platform page layout, underlying code and software. All such rights are reserved and protected as the sole and exclusive property of FundedHere. You agree to respect all intellectual property rights, including but not limited to copyright, trademarks, trade names (whether registered or not) contained or displayed on the Platform or which you gain access to in connection with using our Platform and Services.

Users and Members shall be solely responsible for all Contents, whether privately posted or otherwise transmitted, on the Platform. By submitting, posting or uploading any Contents on the Platform, you hereby agree to grant FundedHere a worldwide, non-exclusive, royalty-free, fully paid and fully sub-licensable right to host, publish, distribute, edit, stream, transmit, playback, transcode, copy, feature, display, perform, market, sell, modify, reproduce, prepare derivative works of and otherwise fully exploit the use of such submitted Contents in any manner through media channels (including, without limitation, third party websites) on or in connection with the Platform or in the course of offering the Services.

You represent and warrant that you possess or have obtained all necessary rights to submit, post, display and upload such Contents, and are able to prove to FundedHere's full satisfaction upon request that (i) you own or otherwise control all rights to all Contents in your submission, or that Contents in such submission is in the public domain; (ii) you have full authority to act on behalf of any and all owners of any right, title, or interest in and to any content in the submission to use such Contents as contemplated by these Terms and to grant the license rights set out here above; (iii) you have the permission to use the name and likeness of each identifiable individual person and to use such individual's identifying or personal information as contemplated by these Terms; and (iv) you are authorised to grant all of the aforementioned rights to the submissions to FundedHere and all users and Members of the Services.

You agree to pay all royalties and other amounts owed to any person or entity due to your submission of any Contents on the Platform.

Should any Contents infringe the intellectual property rights of a third party, you agree to immediately remove all infringing parts of the Contents and indemnify FundedHere for all damages, costs and expenses incurred as a result of such infringement. Should FundedHere be made aware or suspect that the Contents infringe any third party's intellectual property rights, FundedHere shall have the right to remove such content from the Platform.

FundedHere does not endorse and has no control over any submission. FundedHere cannot guarantee the authenticity of any Contents which users and Members may provide generally during the course of their use of the Services and about themselves. You acknowledge that all Contents accessed by you using the Services is at your own risk and you will be solely responsible for any danger or loss to any party resulting therefore.

## LINKS TO THIRD-PARTY SITES

This Platform may contain links to other third-party websites, advertisers, or services that are not owned or controlled by FundedHere. Any information that you provide on a third party website will be subject to the privacy policies and terms and conditions of such sites. Your access to third party websites is always at your own risk. We assume no responsibility for the content, function, accuracy, legality or any other aspects of such websites, and we disclaim liability for any and all forms of loss or damage arising out of your use of such websites which may directly and/or indirectly linked to our Platform. You are hereby advised to take cautionary steps when you exit our Platform, and to read the terms and conditions and privacy policy of any third-party website or service that you visit.

## DISCLAIMER

Services on the Platform are provided on an "as is" and "as available" basis and FundedHere makes no warranty, guarantee, or representation (express or implied) that the Platform and Services will meet your requirements, that it will be of satisfactory quality, that it will be fit for a particular purpose, that it will produce any specific results, that it will not infringe the rights of third parties, that it will be compatible with all systems, that it will be secure, or that all information provided will be accurate.

We accept no liability for any disruption or non-availability of the Platform resulting from external causes beyond our control including, but not limited to, ISP equipment failure, host equipment failure, communications network failure, power failure, natural events, acts of war, or legal restrictions and censorship. No part of the Platform, including commentary and other materials, is intended to constitute advice, and the content of this Platform should not be relied upon when making any decisions or taking any action of any kind. FundedHere is not responsible or liable for any Contents posted by you, other Members, or third parties beyond the Platform. You acknowledge and agree that your use of the Platform and any publication content at your own risk.

To the maximum extent permitted by law, we accept no liability for any direct or indirect loss or damage, foreseeable or otherwise, including any indirect, consequential, special or exemplary damages arising from your use of the Platform or any information contained in it, including but not limited to loss of profit, loss of income, loss of revenue, business interruption and goodwill losses arising out of or in connection with the Terms of Use or the use or inability to use our Services or Platform.

## SEVERABILITY

We have made every effort to ensure that these Terms adhere strictly with applicable laws. These Terms constitute the entire agreement between each user and/or the Member (as applicable) and FundedHere regarding our subject matter. If any provision of these Terms are deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity and enforceability of the

remaining provisions of the remaining Terms, which shall remain in full force and effect. This clause on "Severability" shall apply only within jurisdictions where a particular term is illegal.

## REVISIONS TO THE TERMS OF USE

FundedHere reserves the right to update the Terms from time to time in our sole discretion to take into account of any changes in law or any other reason as FundedHere solely deems fit. If we update, amend or revise the Terms, we will post a new version on the Platform which shall be effective immediately upon posting such updates on the Platform with or without notice to you. You are bound by changes to the Terms when you access and use the Platform after those changes have been posted. In the event of any inconsistency between the former and updated Terms, the updated and latest Terms shall prevail. We encourage you to periodically review this page for the latest information on our privacy practices. If there is a conflict between two versions of the Privacy Policy to which you have agreed or deemed to agree, the more recent version shall take precedence unless it is expressly stated otherwise.

## ENGLISH LANGUAGE

In the event of a conflict between the English language version of the Terms and any foreign language translation versions thereof, the English language version shall prevail. All disputes, claims and causes of action (and related proceedings) will be communicated in English.

## GOVERNING LAW AND JURISDICTION

These Terms shall be governed by and construed in accordance with the laws of the Republic of Singapore, notwithstanding that our Platform and Services can be accessed from jurisdictions outside of Singapore.

Any dispute, legal action or proceedings arising out of or in connection with this Terms shall be referred to and finally resolved by arbitration in Singapore in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("SIAC") in force as at the date of this Terms, which rules are deemed to be incorporated by reference in this paragraph. The seat of the arbitration shall be Singapore and the tribunal shall consist of 1 arbitrator to be appointed by the Chairman of SIAC. The language of the arbitration shall be English.

Save as provided by applicable law or the SIAC rules, either Party may commence arbitration proceedings by serving notice in writing of the same on the other Party(ies).

## CONTACT US

If you wish to communicate with us about anything related to these Terms, you may contact us by email at [contactus@fundedhere.com](mailto:contactus@fundedhere.com).