

## TERMS OF USE

Last revised 21.08.2019

### 1. Introduction

1.1. These Terms of use (“TERMS”) tell you (“user”, “you”, “your”) the rules for using Company’s website <https://binam.io/> (“WEBSITE”).

1.2. The WEBSITE is a site operated by Binam Pte. Ltd., legal entity incorporated and existing in accordance with the legislation of Singapore, under registration number (UEN) 201917521W (“we”, “us”, “our”, “Company”). We are registered at 68 Circular Road, #02-01, 049422, Singapore.

1.3. By using WEBSITE, including by simply viewing content thereon, you are agreeing that you, and each person you allow to access WEBSITE through your account, devices and arrangements, will abide by the terms of these Terms (including Privacy Policy which constitutes an integral part hereof).

1.4. You agree to review the WEBSITE, including these Terms and Privacy Policy, regularly and your continued use of the WEBSITE will mean you agree to any changes.

### 2. Company’s rights

2.1. The information on the WEBSITE is subject to change without notice. Company reserves the right to unilaterally and at its sole and absolute discretion (without prior notification), to: (a) vary, modify, add or remove features, or add, exclude or amend any data, information, content on the WEBSITE. Once you access or use the WEBSITE when or after the WEBSITE was altered as given in this clause (a), you shall be considered and having accepted and agreed to any such alterations and changes; (b) suspend or withdraw the provision of all or any of the information on the WEBSITE without prior notice at any time; (c) ban, limit or deny access to, or rule ineligible, cancel or suspend the right to utilize the WEBSITE or any sections thereof; (d) block or restrict access to, or terminate, withdraw or suspend use of the WEBSITE in whole or in part. The Company shall not be liable for any loss which may be incurred; and (e) disable any hyperlinks (links) for whatsoever reason.

2.2. The rights of the Company indicated in clause 2.1 are provided in respect of the WEBSITE in whole and in part (including without limitation information regarding policies, products and services).

2.3. Right of the Company to execute any action specified in clause 2.1 shall not be limited in any form in any circumstances.

### 3. Hyperlinks Hyperlinks to third-party websites and services:

3.1. The WEBSITE and its pages may contain hyperlinks (links) to the third-party websites and/or services, which Company does not maintain and/or control. All hyperlinks (links) to

such websites and/or services are provided for your convenience, but they shall not be considered as recommended by the Company, including for the purposes of visit.

3.2. You shall bear entirely all the risks of both using of the hyperlinks (links) and accessing to such websites (services): the Company and/or its affiliates do not provide any representation, warranty or undertaking regarding their safety and conformity to any expectations. Links to such third-party material, product, data, information, services and/or websites do not mean any approval and/or any endorsement by the Company and/or its affiliates of such third-party material or the material, product, data, information, services and/or websites published and/or offered by the third party.

3.3. The Company and/or its affiliates shall disclaim any responsibility and shall not be held liable for any third-party information or data placed on websites or services, linked to on the WEBSITE and shall not be held liable for any loss arising from you enjoying access to or 2 utilizing such websites and/or services. You acknowledge sole responsibility for and assume all risks arising from use of any third-party material, product, data, information, services and/or websites.

3.4. The Company and/or its affiliates do not approve or support such websites through inclusion or placement of any such hyperlink.

3.5. The Company and/or its affiliates shall not be considered associated or affiliated in any manner with any trade, service or brand marks, logos, insignia or other devices utilized or appearing on websites at links provided on the WEBSITE under whatever conditions.

3.6. All materials contained within WEBSITE shall be reviewed in their entirety, including any footnotes, legal disclaimers, restrictions or disclosures, and any copyright or proprietary notices. Any disclaimers, restrictions, disclosures or hedge clauses apply to any partial document or material in the same manner as they do the whole, and will be deemed incorporated in the portion of any material or document that you consult or download.

3.7. Users of the WEBSITE should seek independent financial advice prior to making any investment decision and no information on the WEBSITE shall constitute general or specific investment, legal, tax or accounting advice of any kind.

3.8. In no event will Company and/or its affiliates be liable to any person for any loss arising out of any use of the information contained on the WEBSITE, or on any other hyper-linked website.

3.9. You may choose to set web browser to refuse cookies, or to alert when cookies are being sent. If you do so, please note that some parts of the WEBSITE may not function properly.

#### **4. Miscellaneous**

4.1. The WEBSITE is not directed to any person in any jurisdiction where (by reason of that person's nationality, residence or otherwise) the publication or availability of the WEBSITE is prohibited. Persons in respect of whom such prohibitions apply must not access the WEBSITE.

4.2. You agree not to: (a) use our WEBSITE in any way or take any action that causes, or may cause, damage to the WEBSITE or impairment of the performance, availability or accessibility of the WEBSITE; (b) use our WEBSITE in any way that is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity; (c) use our WEBSITE to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software; or (d) use data collected from our WEBSITE for any direct marketing activity (including without limitation email marketing, SMS marketing, telemarketing and direct mailing).

4.3. The published information contained on the WEBSITE does not constitute an offer to invest in securities and property rights that are not certified by securities.

4.4. Unauthorized use of this WEBSITE may give rise to claim for damages and/or be criminal offense.

4.5. Please refer to the Disclaimer for the provisions of the Company's liability and warranties with regard to the data, information, and content on the WEBSITE.

4.6. Please refer to the Privacy Policy for the provisions of the Company's collection and use of your personal data (information).

4.7. Please refer to the Cookies Policy for the provisions of the Company's processing of the cookies.

#### **5. Contract details**

5.1. Any questions, comments, requests or complaints concerning this POLICY and other materials from the WEBSITE shall be directed to our help desk as listed on "Contact us" page of the WEBSITE.