

# TERMS OF WEBSITE USE

This page tells you the terms on which you may use this website (crowdo.com) (“**Website**”). Please read these Terms of Website Use (including our [Privacy Notice](#), [Risk Warning](#), [Disclaimer](#)) (collectively, “**Website T&Cs**”) carefully before using this Website and/or the services or functions of the Website.

By using this Website in any manner, you indicate that you accept these terms of use and that you agree to be legally bound by them. If you do not agree to these terms of use, please refrain from using this Website now.

## 1. INFORMATION ABOUT US

- 1.1 [crowdo.com](#) is the Website set up for the securities crowdfunding platform operated by Crowdonomic Media Pte. Ltd. and its related companies (“**Crowdo**”, “**we**”, “**us**” or “**our**”).
- 1.2 Crowdonomic Media Pte. Ltd. is approved to operate as a capital markets licence holder in Singapore by the Monetary Authority of Singapore.
- 1.3 This Website is operated by Crowdonomic Media Pte. Ltd.. These Website T&Cs are in addition to, and do not nullify or supersede any other agreement that you may have signed with us to govern our relationship with you.

## 2. LOCATION

- 2.1 The information contained on and/or accessible via this Website (collectively, “**Information**”) has been prepared in accordance with Singapore law only, and does not directly or indirectly constitute or form, and should not be construed as, part of any offer for sale or subscription or invitation or solicitation of any offer to buy, subscribe or dispose of any securities in any place in which such offer for sale or subscription or invitation or solicitation is unlawful or is not authorised.
- 2.2 This Website is not directed at you if we are prohibited by any law or regulation of any jurisdiction from making the information on this Website available to you. Subject to the laws of Singapore and the laws of the country in which you are located, if you are a non-resident of Singapore please contact us at [enquiry@crowdo.com](mailto:enquiry@crowdo.com) if you require information from us.

## 3. ACCESSING OUR SITE

- 3.1 Access to this Website is permitted on a temporary basis, and we reserve the right to withdraw or amend the service we provide on this Website without notice. We will not be liable if for any reason our Website is unavailable at any time or for any period.
- 3.2 From time to time, we may restrict your access to some or all of this Website without assigning any reason.
- 3.3 In addition to the above, we also reserve the right to terminate or suspend your use of the Website without prior notice to you, at any time and for any or no reason. You agree and acknowledge that any suspension or termination of your access to the Website may be effected without prior notice. You further acknowledge and agree that to the maximum extent permitted by law, we shall not be liable for the discontinuation or termination of your access to the Website.

- 3.4 You acknowledge and agree that to access and use certain Website functions, you may be required to open an account and register as a member of the Website. When you register with us you will choose a username and password that is unique to your account. In addition, as a member you may be required to comply with additional guidelines and rules which we will notify to you from time to time. You must treat such information as confidential, and you must not disclose it to any third party. We have the right to disable any account if, in our opinion, you have failed to comply with any of the provisions of these Website T&Cs. We shall not be held liability for any loss or damage arising from or in connection with any third party accessing your account.
- 3.5 You are responsible for making all arrangements necessary for you to have access to this Website. You are also responsible for ensuring that all persons who access this Website through your internet connection are aware of these Website T&Cs, and that they comply with them.

#### 4. **INTELLECTUAL PROPERTY RIGHTS**

- 4.1 We are the owner or the licensee of all intellectual property rights in this Website, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.
- 4.2 The trademarks, logos and service marks ("**Marks**") displayed on the Website are the property of Crowdo or other third parties, and all rights to the Marks are expressly reserved by Crowdo or relevant third parties. You are not permitted to use any Marks without the prior written consent of Crowdo or such third party. The name of Crowdo or any other Marks may not be used in any way, including in any advertising or publicity, or as a hyperlink without prior written permission of Crowdo.
- 4.3 'Crowdonomic' and 'Crowdo' are registered trademarks of Crowdonomic Media Pte Ltd.
- 4.4 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 Website or which you gain access to in connection with using our services. The domain name on which the Website is hosted on is the sole property of Crowdo and you may not use or otherwise adopt a similar name for your own use.
- 4.5 Any company names, products, services and branding cited or used on the Website may be the trademarks or registered trademarks of their respective owners and the owners retain all legal rights. The use of trademarks or service marks of another party by us is not a representation that the other is affiliated with, sponsors, is sponsored by, endorses, or is endorsed by Crowdo.
- 4.6 We do not have control over content published on the Website which may belong to third parties and cannot guarantee the authenticity of any content which users may provide generally during the course of their use of the Website. Therefore we do not accept liability for any content or material, of whatever nature, that is uploaded to or shared on our Website that is not uploaded by us, regardless of its provenance. You acknowledge that all content accessed by you using the Website is at your own risk and you will be solely responsible for any damage or loss to any party resulting therefore.
- 4.7 You must not (and must not authorise or assist any person to) reproduce, modify, adapt, translate, publish, display, communicate, transmit, broadcast, podcast, webcast, distribute, create derivative works, sell, trade, on-sell, or exploit for any commercial or other purposes, any portion of, or any access to the Website or the Information, unless otherwise expressly permitted in accordance with written law or otherwise stated in these Website T&Cs.

- 4.8 Some material that is shared on our Website is highly confidential and not intended for distribution. Without prejudice to the generality of the foregoing, you must not use any part of the materials on our Website for commercial purposes without our prior written consent and you agree not to download or print off copies of such materials for any purposes other than for your personal, internal and non-commercial use.
- 4.9 You may not decompile, reverse engineer or otherwise attempt to discover the source code of any part of the Website except under the specific circumstances expressly permitted by law or Crowdo in writing.
- 4.10 If you print off, copy, download or otherwise use any part of our Website in breach of these Website T&Cs, your right to use our Website will cease immediately and, without prejudice to the rights and remedies which are available to us at law, you must, at our option, return or destroy any copies of the materials you have made.

## 5. **CONTENT AND POSTINGS**

- 5.1 As part of the Website, you may interact with or communicate with the other users of the Website and post comments, opinions, and other content or communications, or other material (collectively, "**Submitted Content**").
- 5.2 By submitting, uploading, posting or displaying such Submitted Content, you irrevocably agree as follows:
- (i) you automatically grant to us a worldwide, non-exclusive, sub-licenseable, transferable, royalty-free, perpetual, irrevocable right to copy, distribute, create derivative works of, publicly perform, communicate, modify, display and otherwise use such Submitted Content;
  - (ii) you acknowledge and agree that the Submitted Content may be publicly disclosed and published (whether via the Website or any other platform or channel). You agree not to disclose any comments, opinions, ideas, suggestions, and other content, communications or information that you wish to maintain the confidentiality of and at no time shall we or any other users of the Website be under any obligation of confidentiality in respect of your Submitted Content;
  - (iii) you represent and warrant that:
    - a. all Submitted Content are your own original works and creations and/or in any case do not and will not infringe the intellectual property or other rights of any third party;
    - b. none of the Submitted Content are proprietary or confidential;
    - c. none of the Submitted Content will expose Crowdo to any claims or proceedings (civil or criminal) in any part of the world; and
    - d. that the use of the Submitted Content by Crowdo and other users of the Website and the hosting of such Submitted Content on the Website will not require any further licences or rights from, or infringe any other intellectual property or other rights of any third party.
- 5.3 We have the right to disclose your identity to any third party who is claiming that any Submitted Content posted or uploaded by you to our Website constitutes a violation of their intellectual property rights, or of their right to privacy.

5.4 For the avoidance of doubt, nothing in this Website T&Cs constitutes any representation or warranty by us as to your rights (if any) to use any content submitted by any third parties, including Submitted Content, all of which representations and warranties are expressly disclaimed

## 6. **Online Conduct**

6.1 The Website is made available for your personal, non-commercial use only.

6.2 You represent and warrant and shall ensure that all of your Submitted Content will at all times:

- (i) not be illegal, obscene, threatening, defamatory, invasive of privacy, infringing of intellectual property rights, or otherwise injurious to third parties or objectionable;
- (ii) not consist of or contain software viruses, commercial solicitation, chain letters, mass mailings, or any form of "spam"; and
- (iii) not contain content or statements contrary to public interest, public morality, public order, public security, national harmony, or otherwise be prohibited by applicable Singapore laws or regulations.

6.3 Without prejudice to the foregoing you hereby undertake:

- (i) to comply with these Website T&Cs, and such other notices or guidelines that may be posted on the Website by Crowdo from time to time (which are hereby incorporated by reference into these Website T&Cs);
- (ii) not to use any Website functions or content for any unlawful purpose, and to comply with all applicable laws and regulations, including without limitation, copyright law;
- (iii) not to hack into, interfere with, disrupt, disable, over-burden or otherwise impair the proper working of the Website, including without limitation denial-of-service attacks, spoof attacks, session hacking, sniffing, tampering, reverse engineering or reprogramming;
- (iv) not to use the account of another user at any time for any purpose, whether with or without his/her permission;
- (v) not use any information obtained from the Website to harass, abuse or harm another person;

6.4 Any breach of paragraph 6.3(iii) and (iv) may result in your committing a criminal offence under the Computer Misuse and Cybersecurity Act. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your rights to use this Website will cease immediately.

6.5 You understand and agree that Crowdo may review and edit or delete any content, messages, photos or profiles that in the sole judgment of Crowdo, violates these Website T&Cs or which may be offensive, illegal or violate the rights, harm, or threaten the safety of any Crowdo users. However, we will not be responsible, or liable to any third party, for the content or accuracy of any Submitted Content.

6.6 Crowdo reserves the right (but is not obliged) to:

- (i) investigate and take appropriate action in its sole discretion against any person who posts offending Submitted Content on the Website or partakes in any such activities including without limitation, removing the offending Submitted Content from the

Website and/or terminating the account of any users which breach these Website T&Cs; and/or

- (ii) remove or disable access to any materials that we determine in our sole discretion are unlawful, fraudulent, threatening, libellous, defamatory, obscene or otherwise objectionable, or infringes or violates any party's intellectual property, other proprietary rights, these Website T&Cs or for any other reason whatsoever. Any such editing or removal of any such content shall be without prejudice to our other rights and remedies available at law.

## **7. RELIANCE ON INFORMATION POSTED**

7.1 Commentary and other materials posted on this Website are not intended to amount to advice on which any reliance should be placed by you. We are not liable or responsible for any reliance placed on such materials by you or anyone who you may inform of any of its contents. These materials are subject to change from time to time.

7.2 You agree that you will not rely on the Information, and you acknowledge that, to the extent permitted by law, we:

- (i) do not warrant or guarantee the timeliness, currency, accuracy, completeness, merchantability or fitness for a particular purpose of the Information;
- (ii) take no responsibility for any error, omission or defect contained in the Information; and
- (iii) are not obliged to update the Information or correct any inaccuracy which may become known to us.

7.3 We therefore disclaim all liability and responsibility arising from any reliance placed on such materials or Information by any visitor or member of our Website, or by anyone who may be informed of any of its contents.

## **8. CHANGES TO THE SITE**

8.1 We aim to update this Website regularly, and may change the content, terms and Website T&Cs (including our Membership Agreements, Privacy Notice, Disclaimer, Risk Warning, Fee Policy and this Term of Website Use) at any time by posting the amended Website T&Cs at this Website. Such modification shall be effective immediately upon posting on the Website. You should refer to the latest content and terms of this Website prior to making any decision to either issue or invest. If there is a conflict between two versions of the terms to which you have agreed or been deemed to agree, the more recent version shall take precedence unless it is expressly stated otherwise. Any use of the Website functions or the Website after the amendment of these Website T&Cs shall be deemed to be acceptance of the amended Website T&Cs by you. If you do not agree to the amended Website T&Cs, you have the right to [close your account with us] and/or cease your use of the Website functions.

8.2 If the need arises, we may suspend access to the Website, or close it indefinitely, subject to terms in the Platform Agreements. Any of the material on this Website may be out of date at any given time, and we are under no obligation to update such material.

## **9. OUR LIABILITY**

9.1 The material and Information displayed on this Website is provided on an as-is-where-is basis without any guarantees, conditions or warranties of any kind, whether express or implied.

9.2 To the maximum extent permitted by law, you acknowledge and agree that:

- (i) all content, Information, Submitted Content made available on the Website should be used, accepted and relied upon only with care and discretion and at your own risk, and Crowdo shall not be responsible for any loss, damage or liability incurred by you arising from such use or reliance;
- (ii) Crowdo does not endorse or recommend, is not an agent, reseller or distributor of, and has no control over any of the products or services offered or made available by any issuer on or through the Website, and Crowdo hereby expressly disclaims all liabilities and responsibilities arising in relation to any such products or services whether available or advertised via the Website or on a third party website;
- (iii) access to or the operation of the Website may from time to time be interrupted or encounter technical or other problems and may not necessarily continue uninterrupted or without technical or other errors, and in any such event, Crowdo shall not be liable for any loss, liability or damage which may be incurred as a result;
- (iv) we convey the Information without responsibility for accuracy and any errors contained in such Information shall not be made the basis for any claim, demand or cause of action;
- (v) we do not warrant that the content on this Website or the Website will be free of interruption or that the Website is free of viruses, worms, Trojan horses, other harmful elements or other code that manifest contaminating or destructive properties. Crowdo is not responsible for telecommunications, network, electronic, technical or computer failures of any kind, inaccurate transcription of entry information, errors in any promotional or marketing materials, errors in these rules, any human or electronic error, including but not limited to, the administration of any contests, or for entries that are stolen, misdirected, garbled, delayed by computer transmissions, lost, late or damaged.

9.3 To the maximum extent permitted by law, we, other members of our group of companies and third parties connected to us hereby expressly exclude:

- (i) All conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity.
- (ii) Any liability for any direct, indirect or consequential loss or damage incurred by any user in connection with our Website, or which is caused by a denial-of-service attack or any viruses that may infect your computer equipment, computer programs, data or other proprietary material due to your use of this Website or to your downloading of any material posted on it, or on any website linked to it., or the Information, or in connection with the use, inability to use, or results or the use of this Website, any websites linked to it and any materials posted on it, including, without limitation any liability for:
  - a. Loss of income or revenue;
  - b. Loss of business;
  - c. Loss of profits or contracts;
  - d. Loss of anticipated savings;
  - e. Loss of data;
  - f. Loss of goodwill;
  - g. Wasted management or office time; and

- h. for any other loss or damage of any kind, however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable.

To the fullest extent permitted at law, in no event shall Crowdo, our affiliates', officers', employees', agents', partners and service providers' total liability to you for any and all damages not excluded (other than as may be required by applicable law in cases involving personal injury) exceed in aggregate 100 Singapore Dollars.

## **10. INDEMNITY**

- 10.1 You agree to indemnify, defend and hold harmless Crowdo, its officers, directors, employees, agents and affiliates from and against all claims, demands, losses, expenses, damages, costs and liability, including reasonable attorneys' fees, arising out of or relating to any breach of these Website T&Cs or any other wrongful activity related to use of the Website (including but not limited to infringement of third parties' worldwide intellectual property rights or negligent or wrongful conduct) by you or any other person accessing the site using your user name and password.
- 10.2 This clause shall survive the termination or expiration of these Website T&Cs (howsoever caused).

## **11. INFORMATION ABOUT YOU AND YOUR VISITS TO OUR SITE**

- 11.1 We collect, use, disclose and/or process personal data about you in accordance with our Privacy Notice. By using this Website, you consent to such processing and you warrant that all data provided by you is accurate and to notify us in accordance with the Privacy Notice if there are any changes.
- 11.2 You hereby acknowledge and agree that the Website may use transmissions over the Internet which are never completely private or secure and that any information transmitted to the Website may not be confidential and acknowledge that you have no expectation of privacy with respect to such information, subject always to the Privacy Notice.

## **12. LINKING TO OUR SITE**

- 12.1 You may not link to this Website, either manually or automatically, without our prior written permission.
- 12.2 This Website must not be framed on any other site without our prior written permission. We reserve the right to withdraw linking and framing permission without notice.
- 12.3 If you wish to make any use of material on this Website other than that set out above, please address your request to enquiry@crowdo.com.

## **13. LINKS FROM OUR SITE**

- 13.1 Where this Website links to other sites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. You further acknowledge that your access to and/or use of third party sites is entirely at your own risk, and that third party sites usually have their own terms and conditions, including privacy policies, over which we have no control and which will govern your rights and obligations with respect to the use of those sites and resources.

**14. JURISDICTION AND APPLICABLE LAW**

- 14.1 These Website T&Cs shall be governed and construed in accordance with the laws of Singapore and in the event of any dispute, you agree to submit to the exclusive jurisdiction of the Singapore courts. We retain the right to bring proceedings against you for breach of these conditions in your country of residence or any other relevant country.

**15. SEVERABILITY**

- 15.1 If any provisions of these terms are deemed invalid by the courts of Singapore, the invalidity of such provision shall not affect the validity and enforceability of the remaining provisions of this Website T&Cs, which shall remain in full force and effect.

**16. YOUR CONCERNS**

- 16.1 If you have any concerns about material which appears on our site, please contact [enquiry@crowdo.com](mailto:enquiry@crowdo.com).

**17. NOTICE OF COPYRIGHT INFRINGEMENT**

- 17.1 If you believe your work has been copied and posted on the Website in a way that constitutes copyright infringement, email [enquiry@crowdo.com](mailto:enquiry@crowdo.com) or write to us at the following address:

160 Robinson Road, # 15-02 SBF Center, Singapore 068914

- 17.2 Your notice to us should be in accordance with Part IXA of the Singapore Copyright Act, Cap. 63 an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; a description of the copyrighted work that you claim has been infringed; a description of where the material you claim is infringing is located on the site; your address; telephone number; email address; a written statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

- 17.3 Thank you for visiting our site.

Last Updated on January 20<sup>th</sup>, 2017