

# Terms and Conditions

Last Updated: 21 October, 2022

## Terms of Use

### 1. General

1.1. Please read these terms of use (“**Terms**”) carefully (including our Privacy Policy (<https://apixplatform.com/privacyandsecuritypolicy>) and Cookies Policy (<https://apixplatform.com/cookiespolicy>) before using our websites [www.synfindo.com](http://www.synfindo.com) (including all its sub-domains including but not limited to [www.apixplatform.com](http://www.apixplatform.com) (“**Website**”) and/or our services, so that you are aware of your legal rights and obligations with respect to Synfindo Singapore Pte. Ltd. (UEN: 202225548E), a company incorporated in Singapore with its registered address at 80 Robinson Road, #08-01, Singapore 068898 (“**Synfindo**”, “**we**”, “**our**” or “**us**”).

1.2. By accessing this Website and/or using the Services, you hereby agree:

(a) that you have read and agree to be legally bound by these Terms of Use (including our Privacy Policy (<https://apixplatform.com/privacyandsecuritypolicy>) and Cookies Policy (<https://apixplatform.com/cookiespolicy>) and all applicable laws and regulations, and agree that you are responsible for compliance with any applicable local laws; and

(b) that you are at least 18 years old and have the necessary legal capacity, right, power and authority to agree to these Terms. If you do not accept these Terms, please leave the Website and discontinue use of the Services immediately.

1.3. We provide no guarantee as to the performance or the uninterrupted, error-free, virus-free or secure availability of the Website and Services. We may suspend or withdraw or restrict the availability of all or any part of our Website for business and operational reasons.

1.4. You are responsible for configuring your information technology, computer programs, servers, and platform to access our website. You should use your own virus protection software.

1.5. You are responsible for ensuring that all persons who access our Website through your internet connection are aware of these Terms and other applicable terms and conditions, and that they comply with them.

1.6. Synfindo may at any time vary or amend these Terms by posting the amended Terms on the Website. Any use of the Website or Services after the amendment of these Terms is deemed acceptance of the amended Terms by you. If you do not agree to the amended Terms, you have the right to stop using the Website and Services.

### 2. Website and Services

2.1. The Website is owned and maintained by Synfindo or its licensors.

2.2. Synfindo offers one or more of the following features, functions and services (each a “**Service**” and collectively the “**Services**”) through the Website:

(a) access to a collection of information, services, data, text, listings, pricing, graphics, images, videos, audio files and other types of works;

(b) search engines or tools;

(c) order forms, contact forms and other communication tools;

(d) access to the APIX Platform, the APIX Community Platform, the APIX Global FinTech Marketplace and the APIX Sandbox (collectively, the “**Subscribed Services**”), accessible only to subscribers on terms to be set out in a separate User Agreement, for such subscribers to access and use the Subscribed Services; and

(e) any other services, features, content or applications that Synfindo may offer through the Website from time to time in our sole and absolute discretion. For the avoidance of doubt, “**Services**” shall not include the provision of services from a user of the Website and/or Service (“**User**”) to another User.

2.3. Synfindo reserves the right to change, modify, suspend or discontinue the whole or any portion of the Services or Website at any time. We may also impose limits on certain features or restrict your access to parts of or the entire Services or Website without notice or liability.

### 3. Licence

3.1. Synfindo hereby grants you a personal, non-exclusive, non-transferable, revocable and limited licence to use the Website, and access and use the Services available via the Website, subject to the terms set out in these Terms.

3.2. You agree not to reproduce, copy, modify, adapt, translate, publish, display, communicate, transmit, broadcast, distribute, sell, trade, exploit or use for any commercial or other purposes, any portion of, or any access to:

(a) any Service;

(b) the Website; and

(c) any materials, information, news, advertisements, listings, pricing, data, input, text, songs, audio, video, pictures, graphics, software, ideas and other content, that is made available on or via the Website or Services, (collectively, "**Content**").

3.3. Without prejudice to the generality of Clause 3.2, you agree not to reproduce, display or otherwise provide access to the Website, Services or Content, for example through framing, mirroring, linking, spidering, scraping or any other technological means (including any technology available in the future), without the prior written permission of Synfindo.

3.4. The Website and all Content are the copyrighted work of Synfindo and its licensors. Synfindo and its licensors reserve and retain all rights in the Website and Content.

3.5. You may not decompile, reverse engineer or otherwise attempt to discover the source code of the Website or any Content, except under the specific circumstances expressly permitted by law or Synfindo in writing.

3.6. You may not hack into, interfere with, disrupt, disable, over-burden or otherwise impair the proper working of the Website, Services or our servers, which shall include but is not limited to denial-of-service attacks, spoof attacks, session hacking, sniffing, tampering, spamming, reverse engineering or reprogramming.

#### **4. Intellectual Property**

4.1. The copyright, patents, trademarks, registered designs and all intellectual property rights in the Services, the Website and all Content shall vest in and remain with Synfindo and its licensors.

4.2. The trademarks, logos and service marks ("**Marks**") displayed on this Website are the property of Synfindo and other third parties, and all rights to the Marks are expressly reserved by Synfindo and the relevant third parties. You are not permitted to use the name of Synfindo or any Marks, including in any advertising or publicity or as a hyperlink, without the prior written consent of Synfindo or the relevant third party.

4.3. The domain name on which the Website is hosted is the sole property of Synfindo and you may not use or otherwise adopt a similar name for your own use.

#### **5. User Intellectual Property**

5.1. When you post any comments, remarks, data, feedback, content, text, photographs, images, video, music, or other information to any part of the Website or through our Services, including such information that is posted as a result of questions ("**User Content**"), you understand and acknowledge that you are solely responsible for such User Content. Further, you represent and warrant that you have the right, power, and authority to:

- (a) post the User Content without violating any rights of third parties, and
- (b) grant the licenses specified below.

You acknowledge and agree that the poster of User Content (and not Synfindo) is responsible for any User Content including any harms caused to you, another User, or a third party by such User Content.

5.2. You may post User Content provided that the content is not illegal, criminal, immoral, inappropriate, hateful, obscene, defamatory, offensive, violent, abusive, political, religious, infringing or disrespectful in nature, and does not consist of or contain software viruses, solicitation or any form of spam. You may not use a false e-mail address, impersonate any person or entity, or otherwise mislead as to the origin of the relevant User Content. Synfindo reserves the right (but is not obliged) to review, remove or edit such content.

5.3. To the extent permitted by law, you hereby grant Synfindo and its related corporations a non-exclusive, transferable, royalty-free, perpetual, irrevocable and sub-licensable license to use, reproduce, modify, adapt, copy, translate, publish, display, communicate, transmit, broadcast, distribute and exploit any User Content that you provide or publish through or in relation to the Website, for any purpose as Synfindo may require at its sole discretion. You further agree that Synfindo may use and publish your name in connection with the relevant User Content, including the right to display your logo or trademarks that are provided as part of the User Content on Synfindo's website or in Synfindo's promotional materials for the Website, APIX platform and the Services.

5.4. To the extent permitted by law, you also hereby grant each user of the Website and the Services a non-exclusive license to access your User Content through the Website and to use, reproduce, distribute, and display such User Content to the extent permitted through the normal functionality of the Website and subject to all applicable confidentiality and other provisions of the Privacy Policy and applicable law.

5.5. You may submit comments or ideas about the Website and our Services, including without limitation about how to improve the Website or our Services (collectively "**Feedback**"). By submitting any Feedback, you agree that:

- (a) your disclosure is voluntary, gratuitous, unsolicited, and without restriction and will not place Synfindo under any fiduciary or other obligation;
- (b) your Feedback does not contain the confidential or proprietary information of third parties; and
- (c) you grant us a perpetual and royalty-free license to use the Feedback without any additional compensation to you and to disclose the Feedback on a non-confidential basis or otherwise to anyone. You further acknowledge and agree that, by acceptance of your submission, we do not waive any rights to use similar or related feedback, including those known or developed by us or obtained from sources other than you.

5.6. If you have any questions or concerns about these Terms or any issues raised in these Terms or on the Website, please contact us at [legal@synfindo.com](mailto:legal@synfindo.com)

## 6. Disclaimers & Limitations

6.1. While we use reasonable efforts to ensure that the Website, Services and all Content is accurate and complete, we provide the Website, Services and Content on an 'as is', 'as available' basis only without warranties of any kind either express or implied.

6.2. To the fullest extent permissible pursuant to applicable law, Synfindo disclaims all warranties, express or implied, including, but not limited to, implied warranties of satisfactory quality, merchantability or fitness for a particular purpose, compliance with description, or the warranty of non-infringement. Without limiting the foregoing, Synfindo does not warrant that the functions contained in or access to the Website, Services, Content or other content will be timely, uninterrupted or error-free or without omission, that defects will be corrected, or that the Website, Services, or Content are free of viruses or other harmful components, or that the viewing of the Website on any device will not affect the functionality or performance of the device.

6.3. Synfindo does not warrant or make any representations regarding the use or the results of the use of the Content, the Services or the Website in terms of their correctness, accuracy, completeness, reliability, or otherwise.

6.4. We make no representation or warranty that any materials made available to you as a part of the Services are appropriate or available for use in any particular locations, and access to them from territories where any of the contents of our Services are illegal is prohibited. If you choose to access our Services from such locations, you do so on your own volition and are responsible for compliance with any applicable local laws, rules and regulations. We may limit availability of the Services, in whole or in part, to any person, geographic area or jurisdiction we choose, at any time and in our sole discretion. You agree and acknowledge that no oral or written information or advice given by us or any of our employees, representatives or agents in respect to our websites, apps or platforms shall constitute a representation or a warranty unless such information or advice is incorporated into these Terms by a written agreement.

6.5. The Content on our Website is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the Content on our Website.

6.6. You agree that:

(a) Synfindo shall be entitled at any time, at its sole and absolute discretion and without prior notice, to add to, vary, terminate, withdraw or suspend the operation of the whole or any part or feature of the Website or Services without assigning any reason; and

(b) access to or the operation of the Website and/or the Services 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, Synfindo shall not be liable for any loss, liability or damage which may be incurred as a result.

6.7. To the fullest extent permitted by law, Synfindo shall not be liable to you for any damages, losses, expenses, liabilities under any causes of action (whether in contract or tort including, but not limited to negligence, or otherwise) caused through the use of, or the inability to use, the Services, the Website, Content or any other website or device. In the event that Synfindo is liable for damages despite the foregoing provision, you agree that Synfindo's aggregate liability to you for any and all causes of action shall not exceed One Hundred Singapore Dollars.

6.8. In no event shall Synfindo be liable for any indirect, special, consequential, or incidental damages that result from the Services, Website or Content, or your use of, or the inability to use, the Services, Website, Content or any other website or device, even if Synfindo or a Synfindo authorised representative has been advised of, or should have foreseen, the possibility of such damages.

6.9. You agree that the above exclusions and limitations of liability enable the Services and the Content to be provided by Synfindo at either reasonable costs or no costs to you.

## 7. Linked Websites

7.1. Synfindo may provide links, plug-ins, widgets or other connections to other sites ("**Linked Websites**") that may be of relevance and interest to users. Synfindo has no control over, and is not responsible for the content on or obtained through the Linked Websites or for any damage you may incur from the Linked Websites (including any virus, spyware, malware, worms, errors or damaging material contained in the Linked Websites) or the availability, accuracy or reliability of any of the Linked Websites.

7.2. You hereby agree to assume all risk arising from the use of the Linked Websites and hereby irrevocably waive any claim against us with respect to the Linked Websites. Synfindo does not endorse, recommend or guarantee any of the Linked Websites, and Synfindo expressly disclaims all liabilities and responsibilities arising in relation to any Linked Websites.

## 8. Security & Privacy

8.1. Synfindo recognises the importance of keeping your personal information and data secure and private. To understand our security and privacy policies and practices, please read our Privacy Policy (<https://apixplatform.com/privacyandsecuritypolicy>).

8.2. Please do not submit any personal information or data without first reading our Privacy Policy (<https://apixplatform.com/privacyandsecuritypolicy>) which explains our data use and privacy practices in detail.

## 9. User Conduct

9.1. You agree not to, and will not assist, encourage, or enable others to:

- (a) disrupt, hinder, abuse or interfere with the security and operations of the Services.
- (b) attempt to obtain unauthorized access to any part of the Services which is restricted from general access.
- (c) use the Services for any purpose that is illegal, unauthorized or beyond the scope of their intended use.
- (d) falsely imply that a product or service is associated with us or our Services,
- (e) use domain names or web URLs in your username without our prior written permission
- (f) copy, frame or mirror any parts of the Services
- (g) sell, rent or lease the Services or otherwise transfer or assign the right to use the Services, or pledge, grant a security interest in, lien on or encumber the Services;
- (h) use the Services to process, store or handle any information not owned by you or provided to you without express authorisation for such use or access;
- (i) access the Services with any automated application, platform or programme other than through those owned or operated by Synfindo;
- (j) 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;
- (k) alter or remove any copyright or other intellectual property marks or notifications applied to the Services;
- (l) engage in denial of service attack or similar conduct against the Services;
- (m) engage in scraping, spidering, crawling or using other technology or software to access or collect data without our prior written consent;
- (n) make any use of the Services for the posting, sending or delivering of any of the following: i. unsolicited email and/or advertisement or promotion of goods and services; ii. malicious software or code; iii. unlawful, harassing, privacy invading, abusive, threatening, vulgar, obscene, racist or potentially harmful content; iv. any content that infringes a third-party right or intellectual property; v. any content that may cause damage to a third party; and/or vi. any content which may constitute, cause or encourage a criminal action or violate any applicable law; and/or vii. use the Services for any illegal, offensive, immoral or unethical purpose, and
- (o) violate these Terms or any laws, rules and regulations applicable to your access to or use of the Services and the Content.

9.2. You further agree and acknowledge that the Services are always evolving and that the form, nature, features, availability and limits on the use of the Services may change from time to time without prior notice to you.

9.3. We reserve the right, but do not assume the obligation, to investigate any potential violation of this Clause 9 or any other potential violation of these Terms and to remove, disable access to, or modify any content on the Website. Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches. We do not guarantee we will take action against all breaches of these Terms.

9.4. If you become aware of any violation of these Terms, you must immediately report it to Synfindo. You agree to assist us with any investigation we undertake and to take any remedial steps we require in order to correct a violation of these Terms.

## 10. Access

You acknowledge and agree that you may not have access to certain parts of the Website if your device does not have the appropriate technology. In addition, You acknowledge and agree that access to certain areas of the Website are restricted to users who have registered for Subscribed Services.

## 11. Suspension and Termination

You agree that Synfindo has the right in its sole and absolute discretion and without notice or liability to restrict, suspend, or terminate your access to all or any part of the Website or Services, without assigning any reason.

11.1. You are also responsible for ensuring that all persons who access our Website through your internet connection are aware of these Terms and other applicable terms and conditions, and that they comply with them

## 12. Notification of Infringement

12.1. Synfindo reserves the right to investigate notices of copyright, trademark and other intellectual property infringement ("**Infringement**") in respect of the Website, Services or Content ("**Infringing Material**") and take

appropriate action. If you believe that your work has been used or copied in a way that constitutes copyright infringement and such infringement is occurring on the Website or Services, please notify Synfindo in writing immediately (“**Infringement Notice**”).

12.2. All Infringement Notices shall be sent to Synfindo addressed as follows: [WeWork, 83, Level 2, Clemenceau Ave, Singapore 239920]

Email address: [legal@synfindo.com](mailto:legal@synfindo.com) Attn: [Umang Moondra – CEO]

12.3. You acknowledge and agree that Synfindo has no control and cannot undertake responsibility or liability in respect of Infringing Material appearing on or through Linked Websites or other third party sites.

### **13. Jurisdictional Issues**

13.1. The Website is available worldwide to anyone with Internet access. The Website contains information on our Services, which may not be available in every location. A reference to a Service on the Website does not imply that such Service is or will be available in your location. The Content of the Website, including advertising content, is intended for use and display only where its use and display are permissible in accordance with applicable laws and regulations. Each Service is void where prohibited by law.

13.2. Synfindo makes no representation that the Services and Contents of the Website are appropriate or available for use in your location. Those who choose to access this Website do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable.

### **14. Indemnity**

14.1. You agree to indemnify and hold Synfindo, its related corporations, its officers, agents, partners, and employees, harmless from all claims, demands, actions, proceedings, liabilities (including statutory liability and liability to third parties), penalties, and costs (including without limitation, legal costs on a full indemnity basis), awards, losses and/or expenses, due to or arising out of:

- (a) any use of the Website or any Service;
- (b) your connection to the Website;
- (c) your breach of any terms and conditions of these Terms;
- (d) User Content that you post;
- (e) your violation of any rights of another person or entity, including intellectual property rights; or
- (f) your breach of any statutory requirement, duty or law.

### **15. Severability**

15.1. If any provision (or part of a provision) of this agreement is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.

15.2. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.

### **16. No partnership or agency**

Nothing in these Terms shall constitute or be deemed to constitute an agency, partnership or joint venture between Synfindo and you and neither party shall have any authority to bind the other in any way.

### **17. Waiver**

No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

### **18. Force Majeure**

Synfindo shall have no liability to you under this agreement if it is prevented from or delayed in performing its obligations under this agreement, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of Synfindo or any other party), failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm, default of suppliers or sub-contractors, or disruption or unavailability of any Linked Websites.

### **19. Governing Law & Jurisdiction**

19.1. These Terms and all matters relating to your access to, or use of, the Website and the Services shall be governed by and construed in accordance with the laws of Singapore including without limitation the provisions of the Singapore

Evidence Act (Chapter 97) and the Electronic Transactions Act (Cap. 88), without giving effect to any principles of conflicts of law.

19.2. Any dispute arising out of or in connection with these Terms, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre in accordance with the Arbitration Rules of the Singapore International Arbitration Centre for the time being in force, which rules are deemed to be incorporated by reference in this clause. The seat of the arbitration shall be Singapore, the tribunal shall consist of one arbitrator, and the language of the arbitration shall be English.