

## BigFundr Private Limited

### Terms of Use

BigFundr.com is an interactive online and mobile platform that offers and facilitates consumer-to-business lending specifically in the property segment (the “**Platform**”, “**us**”, “**we**” or “**our**”).

The Platform is operated and maintained by BigFundr Private Limited (Registration No. 201917020N), a company registered in Singapore (“**BigFundr**”). BigFundr is licensed by the Monetary Authority of Singapore (the “**Authority**”) and holds a capital markets services licence under the Securities and Futures Act (Cap. 289) of Singapore (“**SFA**”) for dealing in capital markets products that are securities.

These Terms of Use govern each User’s use of the Platform and any services provided thereon. By accessing and/or registering with the Platform or using any services, information or functions made available by BigFundr (including any contemplated transactions) within or via the Platform (“**Services**”), you agree and acknowledge that you have read, understood and agree to be bound by these Terms of Use, our Privacy Policy, and where applicable, the Risk Disclosure Statement and the Platform Agreement (collectively the “**Platform Documents**”) (as may be amended from time to time).

If you do not agree to any terms of the Platform Documents, you should not visit, access, or use the Platform, or any Services. For avoidance of doubt, your continued use of the Platform and/or Services shall be deemed to be your unconditional acceptance and acknowledgment of, and consent to be bound by, the Platform Documents. You are also responsible for ensuring that all persons who access the Platform through your Account comply with the Platform Documents.

#### **1. DEFINITIONS AND INTERPRETATION**

1.1 In these Terms of Use, unless otherwise defined or where the context otherwise requires, the following definitions shall apply:

- “**Account**” : means the account of each User hosted on the Platform and maintained by BigFundr that is associated with the unique identifier of the relevant User, under which each User may manage the Debenture Notes he has subscribed for;
- “**Applicable Law**” : means all applicable laws, statutes, codes, ordinances, regulations, orders, decrees, awards, rules, directives, guidelines, protocols, requests (whether or not having the force of law) or other requirements of any governmental, judicial, regulatory or arbitral body of any jurisdiction applicable to the relevant entity;
- “**Borrower**” : means the entities seeking to raise capital from Users on the Platform;
- “**Debenture**” : has the same meaning ascribed to it in Section 239 of the SFA, which shall include debenture stock, bonds, notes and other debt securities issued by a corporation or any other entity, whether or not constituting a charge on the assets of the issuer but does not include a cheque, letter of credit, order for the payment of money or bill of exchange or any other prescribed document;
- “**Debenture Note**” : means a Debenture to be issued by a particular Borrower that is listed on the Platform;
- “**Losses**” : means all costs, damages, losses, liabilities, charges, actions, claims demands and expenses in connection with any action, suit or proceeding, investigations, judgments, orders whether involving a third-party claim or a claim solely between the Parties and any incidental, indirect or consequential damages (including any ordinary, direct, indirect, consequential, incidental, special, punitive or exemplary

damages), losses (direct or consequential), liabilities or expenses, and any lost profits or diminution in value;

**"Platform Agreement"** : means the platform agreement between the User and BigFundr, together with any on-boarding documents and supporting documents, executed or provided to BigFundr at the time of opening an Account;

**"Platform Documents"** : means (a) the Terms of Use; (b) this Privacy Policy; (c) the Risk Disclosure Statement; and (d) the Platform Agreement;

**"Privacy Policy"** : BigFundr's privacy policy which can be accessed via a link on the Platform, as may be amended from time to time;

**"Risk Disclosure Statement"** : BigFundr's risk disclosure statement which can be accessed via a link on the Platform, as may be amended from time to time; and

**"User", "you" or "your"** : means a user of the Platform, whether as a visitor or registered user.

1.2 In these Terms of Use:

1.2.1 singular words include the plural and vice versa;

1.2.2 references to persons or entities include natural persons, bodies corporate, partnerships, trusts and unincorporated and incorporated associations of persons, and their respective successors in title and assigns; and

1.2.3 a word of any gender includes the corresponding words of any other gender.

## **2. USE OF THE PLATFORM AND THE SERVICES**

2.1 By visiting, accessing or using the Platform or any Services, you warrant and represent that you have the legal capacity to consent to, and agree to be bound by, these Terms of Use in its entirety, and that any information or documents provided by you shall be true and accurate to the best of your knowledge.

2.2 BigFundr shall have the right to change or modify any aspect of the Platform for any reason, without notice at any time, including the user interface, function, appearance, and underlying mechanisms or code.

2.3 Unless with BigFundr's express prior written approval, you shall not:

2.3.1 create any hyperlink to, or mirror or frame, the Platform or any information on the Platform;

2.3.2 use any robot, web-crawler, spider, or any other automatic device, or manual process to monitor or copy any pages within the Platform;

2.3.3 use any device, software or code to interfere or attempt to interfere with the proper working of the Platform and/or the Services; and

2.3.4 take any action that intentionally imposes an unreasonable or disproportionately large load on BigFundr's servers.

2.4 BigFundr shall be entitled to disable any hyperlink to, or mirror or frame of, the Platform or any of the information on the Platform at any time, notwithstanding any prior permission that may have been given. BigFundr may amend or change the website URL of the Platform at any time including any information on the Platform therein. BigFundr is not obliged to inform, or give prior notice to, persons who have hyperlinked to or framed the website or any of the information

on the Platform about the amendment or change of the website's URL, content or information therein.

- 2.5 Access to the Platform does not constitute an offer on the part of BigFundr. Nothing on the Platform shall be interpreted or taken to be a warranty, guarantee, or advice of any kind whatsoever. Any decision which you make, whether based on or taking into account information provided on the Platform or via the Services, shall be your sole responsibility.
- 2.6 All information provided on the Platform and via the Services are for informational purposes only and you are responsible for obtaining your own legal, tax and/or financial advice before making an investment decision. While BigFundr has endeavoured to ensure that its offerings are made in accordance with Applicable Law, it remains solely your responsibility to evaluate the accuracy, completeness and usefulness of all information provided and to ensure your own compliance with any Applicable Law prior to making any investment decision.
- 2.7 BigFundr reserves the rights to unilaterally amend, remove or stop the distribution of any information on the Platform, to suspend or terminate the provision of any Services or any Account in its sole and absolute discretion without any liability to BigFundr. BigFundr also reserves the right to access, read, preserve, and disclose any information that it receives in or from the Platform as it reasonably believes is necessary to (i) satisfy any Applicable Law; (ii) enforce any terms of the Platform Documents, including investigation of potential violations; (iii) detect, prevent, or otherwise address fraud, money laundering, illegal activities, security or technical issues; (iv) respond to User support requests, (v) protect the rights, property or safety of BigFundr, its Users and the public; and/or (vi) carry out its daily operations, activities or in the ordinary course of its business. BigFundr may carry out the above from time to time without having to compensate you in any form whatsoever nor provide you with any privileges, benefits or commercial rights.
- 2.8 The Platform or Services may not be available or appropriate for use in certain jurisdictions and accessing the Platform or Services from territories where its contents are illegal or unlawful is prohibited. If you choose to access the Platform or Services from such locations, you do so at your own risk and remain solely responsible for compliance with local laws.

### **3. LINKS TO THIRD-PARTY SITES**

- 3.1 The Platform may contain links to other websites ("**Linked Sites**"). The Linked Sites are provided for your convenience and information only and, as such, you access them at your own risk. BigFundr is neither responsible for, nor endorses, the contents, accuracy, continuity or security of the Linked Sites, or for any goods or services offered on the Linked Sites, whether or not we are affiliated with the owners of such Linked Sites. We are not liable for any Losses arising from access to or use of the Linked Sites.

### **4. AVAILABILITY OF THE PLATFORM AND THE SERVICES**

- 4.1 BigFundr does not guarantee that the Platform will be compatible with all hardware and software which you may use. BigFundr shall not be responsible for any issues in connection with equipment or intermediary platforms, browsers or applications that you use to access the Platform and/or the Services.
- 4.2 As the Platform is dependent on other third-party service providers for certain operational aspects (such as website domain hosts and payment services providers), and also due to the nature of the internet, BigFundr makes no warranty that your access to the Platform will be uninterrupted, timely or error-free, or will be free of viruses, worms and/or other harmful or invasive elements. We shall not be liable to you where access to the Platform or the provision of Services is disrupted for any reason.
- 4.3 The Platform undergoes ad-hoc maintenance as BigFundr deems necessary. BigFundr does not guarantee that the Platform or the Services shall be available twenty-four hours a day. BigFundr shall not be liable to you if for any reason the Platform is unavailable at any time or for any

period.

- 4.4 Whilst BigFundr will use commercially reasonable efforts to make the Platform available to you without any interruption, it does not guarantee that the Platform will be fault-free. If a fault occurs with the Platform, you should report it to us and we will attempt to correct the fault as soon as practicable.

## **5. AMENDMENTS**

- 5.1 BigFundr reserves the right to supplement, vary or amend these Terms of Use from time to time by publishing the relevant revised versions (the "**Revised Terms**") on the Platform and/or by notifying you via the agreed communication channels. Such Revised Terms shall be effective immediately and shall apply and bind parties from the date of its publication on the Platform. You should therefore carefully read the Terms of Use each time you visit the Platform so that you are apprised of such changes.
- 5.2 If you do not agree to any of the Revised Conditions, you should not continue to visit, access, or use the Platform, or any Services. For avoidance of doubt, your continued use of the Platform and/or Services after the effective date of the Revised Conditions constitutes your unconditional acceptance and acknowledgment of, and consent to be bound by, the Revised Conditions.

## **6. DISCLAIMERS**

- 6.1 Whilst considerable care has been taken to ensure the information contained within the Platform is correct, no warranty or representation, express or implied, is given as to the accuracy or completeness of any information, or that such information is up-to-date, fit for a particular purpose, or error-free, and no liability is accepted for any errors or omissions of such information.
- 6.2 Information contained within this Platform should not be construed as investment advice on either the products made available, or the financial instruments discussed, on the Platform. BigFundr does not assume any advisory, fiduciary or similar other duties or act as an investment adviser to you. BigFundr makes no warranty, express or implied, as to the success of any dealings or transactions on the Platform.
- 6.3 To the fullest extent permissible by law, BigFundr accepts no liability to any User for any Losses (whether foreseeable or otherwise, and whether in contract, tort, strict liability or any other basis) suffered in connection with the use of the Platform or any Services provided, including any Loss resulting from or related to the use of, or inability to use, or reliance on, any material or information posted or transmitted via the Platform.
- 6.4 The Platform and/or Services are provided on an "as is" and "as available" basis without any warranty, express or implied, as to functionality, operability, accessibility, accuracy, correctness, completeness, reliability, up-to-dateness, timeliness, satisfactory quality, merchantability, fitness for a particular purpose, and non-infringement of proprietary rights. Use of the Platform and Services is at your sole risk. You acknowledge that BigFundr has not given any such representations, warranties, conditions or undertakings in respect of any part of the Platform or Services, or the reliability or quality thereof.
- 6.5 BigFundr shall not be liable for (i) any technical, hardware or software failure of any kind; (ii) any interruption, error, omission, or delay in operation; (iii) any disruption or non-availability of the Platform due to external causes (including equipment failure, communications network failure, natural events, acts of war, acts of God, or legal restrictions and censorship); (iv) any damage to, or viruses or other codes that may affect, any computer or phone equipment, software, data or other property as a result of your access to or use of the Platform; or (v) any Losses resulting from any leak or disclosure of personal or other data from the Platform.
- 6.6 All disclaimers herein shall take effect to the fullest extent permitted by law and shall apply even after you cease to access and/or use the Platform or Services.

## **7. REGISTRATION AND USE OF PERSONAL INFORMATION**

- 7.1 As a condition of using certain aspects of the Platform and Services, you will be required to register an Account on the Platform. You shall provide accurate, complete, and updated registration information. We reserve the right to request for additional information or supporting documents to verify your identity or the veracity of any other information provided.
- 7.2 You must satisfy the eligibility criteria set out in the Platform Agreement. If you do not satisfy any of the eligibility criteria at any time, you must immediately stop using/accessing the Platform and/or Services.
- 7.3 You shall ensure that all personal particulars and information are kept updated in your Account, or otherwise inform us in writing of any change to the information provided.
- 7.4 We may collect and use information about you in accordance with our Privacy Policy. You are deemed to have consented to the collection, use and disclosure of any such information by your continued use of the Platform or the Services.

## **8. SECURITY**

- 8.1 Internet communications may be susceptible to interference or interception by third-parties. While BigFundr makes every effort to protect the security of communications made through the Platform, we shall not be liable for the security, authenticity, integrity or confidentiality of any transactions or communications made through the Platform.
- 8.2 You shall be solely responsible for managing and maintaining the security of all aspects required to access or use the Platform and your Account, including:
  - 8.2.1 your login credentials, including your password to your Account;
  - 8.2.2 your email for receiving information and notifications;
  - 8.2.3 your phone and authenticator for two-factor authentication;
  - 8.2.4 recovery passphrases;
  - 8.2.5 hardware or software used to access the Platform;
  - 8.2.6 information or documents relating to your Account; and
  - 8.2.7 any other required forms of authentication.
- 8.3 You represent that your login credentials and any other required forms of authentication, where applicable, have been chosen by you. You shall keep your account login credentials, and such other information that may be necessary for accessing your Account, confidential and secure at all times. BigFundr may rightfully assume that any person who logs onto the Platform with your login credentials is you. You shall be fully responsible for all information and activity conducted under your Account, whether conducted by yourself or a third-party. In particular, a User shall, if it is a corporation, be responsible for the use of its account by its employees, sub-contractors, agents or other authorised persons. BigFundr assumes no responsibility for any Losses that you may sustain due to compromise of account login credentials or unauthorized access or usage of the Account due to no fault of BigFundr.
- 8.4 You shall notify BigFundr in writing within 24 hours from the time you become aware of any unauthorised use of your Account, or other suspected Account-related security breach. BigFundr shall not be responsible or liable for any Losses of any kind incurred as a result of, or in

connection with, your failure to comply with this Clause 8.

- 8.5 If BigFundr has reason to believe that there is a breach of security, or the person logged into the Account is not the registered User or an authorized person of the registered User, or where the Account will be used for illegal, fraudulent or unauthorised purposes, Bigfundr reserves the right to require you to change your login credentials, or suspend, restrict or terminate access to your Account and/or use of the Platform, or cease acting on your instructions.

## **9. PROHIBITED USE**

- 9.1 You may not use the Platform for any of the following purposes:

- 9.1.1 any activities that violate the terms of the Platform Documents or any relevant third-party's terms of use;
- 9.1.2 disseminating or transmitting any material that (i) you do not have a right to transmit; (ii) is unlawful, harassing, libelous, abusive, threatening, harmful, vulgar, obscene, or is otherwise objectionable; (iii) breaches, or otherwise encourages or incites conduct that may breach, any Applicable Law, including laws relating to the countering of money-laundering and terrorist-financing, illegal gambling, malicious hacking or misuse of information;
- 9.1.3 interfering with any other person's use or enjoyment of the Platform and/or the Services, including for any purpose that is illegal, fraudulent or intended to harm any person in any way;
- 9.1.4 access, tamper with, or use non-public areas of the Platform, BigFundr's computer systems, or the technical delivery systems of BigFundr's providers, including any attempt to decipher, decompile, disassemble or reverse engineer any of the software or source code comprising any part of the Platform;
- 9.1.5 probe, scan, or test the vulnerability of any system or network or breach or circumvent any security or authentication measures;
- 9.1.6 access or search or attempt to access or search the Platform by any means (automated or otherwise) other than through our currently available, published interfaces;
- 9.1.7 forge any TCP/IP packet header or any part of the header information in any email or posting;
- 9.1.8 interfere with, or disrupt, (or attempt to do so), the access of any User, host or network, including sending a virus, trojan, worm, logic bomb or other material which is malicious or technologically harmful, overloading, flooding, spamming, mail-bombing the Platform, or by scripting the creation of information on the Platform in such a manner as to interfere with or create an undue burden on the Platform; and/or
- 9.1.9 carry out any activities or induce anyone to undertake any action which may (i) hinder or factually obstruct the operation of the Platform or the provision of the Services; (ii) impose any threat to BigFundr's reputation; and/or (iii) result in any detrimental effects on BigFundr's business, affiliates, representatives, management or relationship with any third-party.
- 9.2 The Platform and the information contained therein are protected by copyright, trademarks, database rights and other intellectual property rights (as applicable) which are the property of BigFundr and/or the respective third-party proprietors identified on the Platform. They may not be reproduced, transmitted, published, performed, broadcast, stored, adapted, distributed, displayed, licensed, altered, hyperlinked or otherwise used in whole or in part in any manner without the prior written consent of BigFundr and/or the relevant third-party proprietor.

- 9.3 No licence or right is granted and your access to the Platform and/or use of the Services should not be construed as granting, by implication, estoppel or otherwise, any license or right to use any intellectual property on the Platform or contained in the information or materials provided without the prior written consent of BigFundr or the relevant third-party proprietor.
- 9.4 You may retrieve and display the information provided on the Platform on personal electronic screens, store such information in electronic form on disk (but not any server or other storage device connected to a network), and download or print copies of such information for your own use, provided you keep intact all and any copyright and proprietary notices. You may not reproduce, modify, copy or distribute or use for commercial purposes any information without prior written permission from BigFundr.
- 9.5 BigFundr reserves the right to remove or refuse to distribute any of the material on the Platform, to suspend or terminate you, and to reclaim your Account without any liability to BigFundr for any breaches or suspected breaches of this Clause 9.

## **10. SUSPENSION OR TERMINATION OF YOUR ACCOUNT**

- 10.1 BigFundr reserves the right to suspend or terminate your Account or your use of the Platform or Services at any time if, in our reasonable discretion, we deem that you have failed to comply with any terms of the Platform Documents, and we shall not be liable to you in such event. We will take reasonable efforts to notify you of such suspension or termination, or to notify you at your next attempt to access your Account.
- 10.2 You may terminate your Account at any time by making a request in writing on the Platform to BigFundr to initiate the termination process.
- 10.3 The suspension or termination of your Account and your right to use the Platform or Services shall not affect the parties' statutory rights or liabilities nor shall it be deemed or construed as a waiver of our rights to take any action against you for any Losses suffered as a result of your breach of the Platform Documents.

## **11. NOTICES AND ELECTRONIC COMMUNICATION**

- 11.1 You consent to receiving communication from us electronically and you agree to BigFundr's use of electronic communication to enter into agreements and communicate with you in accordance with the Electronic Transactions Act (Cap. 88 of Singapore). All notices or other communications given to you if communicated through any print or electronic media as we may select will be deemed to be notified to you on the date of publication or broadcast.

## **12. USER RESPONSIBILITIES, INDEMNITY AND CONSENTS**

- 12.1 You shall be responsible for and shall indemnify BigFundr against any and all Losses suffered by BigFundr in connection with (i) any information you submit, post, transmit or make available through the Platform; (ii) any breach of the terms of the Platform Documents; (iii) your use of the Platform or Services; or (iv) any non-compliance with, or violation of any Applicable Law including any infringement of third-party rights (such third-parties include other Users, Borrowers, or BigFundr's third-party service providers).
- 12.2 You shall be solely responsible for determining whether any contemplated transaction is appropriate for you based on your personal goals, financial status and risk appetite. You agree that you have taken, or will take, the necessary independent legal, tax, financial or other advice before using any function or services provided on the Platform.
- 12.3 In case of any violation of any terms of the Platform Documents, BigFundr shall be entitled to seek all remedies available to it under Applicable Law for such violations.

## **13. LIMITATION OF LIABILITY**

- 13.1 In the event that BigFundr is liable for damages, BigFundr's aggregate liability to you for any and all Losses and causes of action (whether in contract, tort including, without limitation, negligence, or otherwise) in relation to the Platform Documents shall not exceed the total amount of fees and charges paid by the User to BigFundr in the 6-month period immediately preceding the first written claim in relation to such Losses or causes of action. Any such claim must be made no later than sixty (60) days from when the event giving rise to liability first occurred.

#### **14. MISCELLANEOUS**

- 14.1 *Assignments.* You shall not assign or transfer all or any part of your rights herein to any other person. BigFundr may transfer its rights under these Terms of Use to another business where it reasonably believes your rights will not be affected.
- 14.2 *Waiver and Remedies.* No failure or delay by BigFundr to exercise any right or remedy herein shall constitute a waiver 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.
- 14.3 *Severance.* If at any time any provision herein is or becomes illegal, invalid or unenforceable under the Applicable Laws of any jurisdiction, that shall not affect: (i) the legality, validity or enforceability in that jurisdiction of any other provision of these Terms of Use; or (ii) the legality, validity or enforceability under the Applicable Laws of any other jurisdiction of that or another provision of these Terms of Use.

#### **15. GOVERNING LAW AND JURISDICTION**

- 15.1 These Terms of Use shall be governed by and construed in accordance with the laws of Singapore.
- 15.2 The parties submit to the non-exclusive jurisdiction of the courts of Singapore to settle any disputes which may arise out of or in connection with the Platform Documents or Transaction Documents.

#### **16. CONTACTING BIGFUNDR**

If you have any questions or complaints about or relating to this Platform Agreement or any Platform Document, you may contact us using the "**Contact Us**" details on the Platform or at the following email address: < [customerservice@bigfundr.com](mailto:customerservice@bigfundr.com) >.

#### **17. ACKNOWLEDGEMENT AND ACCEPTANCE**

- 17.1 These Terms of Use are incorporated by reference into each Platform Document. In the event of any conflict or inconsistency between these Terms of Use and a Platform Document, the terms of that Platform Document shall prevail.
- 17.2 By clicking "**Accept**", "**Agree**", "**Submit**", "**Confirm**", "**Invest**", "**Update**" or "**Continue**" when prompted in relation to these Terms of Use, or any transaction relating to a Platform Document, you shall be deemed to have read, understood and agreed to the terms and conditions of the Platform Document, and such act of clicking "**Accept**", "**Agree**", "**Submit**", "**Confirm**", "**Invest**", "**Update**" or "**Continue**" shall also constitute an acceptance in accordance with Section 11 of the Electronic Transactions Act (Cap. 88) of Singapore.