

TERMS OF USE

1. GENERAL

1.1 This website (www.affyn.com), and any sub-domains of this website (including, for the avoidance of doubt, <https://marketplace.affyn.com>) (collectively, this "Website") is owned and operated by Affyn Pte. Ltd. (Singapore Company Registration Number: 202129354G) ("Affyn"). For the avoidance of doubt, the words "we," "us" and "our" refer to Affyn.

1.2 Your access or use of this Website is subject to these terms of use ("Terms of Use").

1.3 By accessing or using this Website including but not limited to browsing this Website, making enquiries, making payments online or by making any other interactions via this Website, you are deemed to have accepted and agreed to be bound by these Terms of Use.

1.4 You are responsible for all access to this Website using your internet connection, even if the access is made by another person.

1.5 Affyn may make changes to these Terms of Use from time to time. All changes of the revised version of these Terms of Use will be posted on this Website. Your continued use of this Website after such changes have been made will constitute your acceptance of those changes.

1.6 Affyn reserves the right to restrict your access to this Website or part of it. Access to restricted areas of this Website may be subjected to registration and other conditions. If Affyn grants you permission to access a restricted area, Affyn may withdraw that permission at any time.

1.7 Affyn reserves the right to amend or remove any information uploaded by you from this Website if Affyn decides in its sole discretion that such information is false, incomplete, inaccurate, not up-to-date, misleading, breaches any laws or these Terms of Use, or causes Affyn to be in breach of any laws or its agreements with other persons.

1.8 Affyn reserves the right to terminate any accounts created by or otherwise associated with you on this Website or any part of it, and to restrict or blacklist you from creating new accounts on this Website or any part of it, for any reason whatsoever, including, but not limited to, (1) as a result of any know-your-client or other similar monitoring conducted by Affyn on you, and (2) any violation of these Terms of Use or a breach of any agreement entered into between Affyn and you.

1.9 Affyn may post information relating to investment strategies and opportunities from time to time. For the avoidance of doubt, the information that Affyn posts relating to investment strategies and opportunities is not and will not be considered or relied upon as advice on investments, considered as solicitation of deals, or considered as inducements to invest in any products.

1.10 Affyn reserves the right to seek all remedies under the law for any violation of these Terms of Use.

2. INTELLECTUAL PROPERTY RIGHTS

2.1 The intellectual property rights in this Website and all of the information, texts, pictures, videos and other contents made available on this Website are owned by Affyn and its licensors. You shall not print, transmit or otherwise make copies of any such content with the express prior permission of Affyn.

3. ACCESSING THE WEBSITE

3.1 You can access the Website as a visitor or as a registered user. You may browse the public-facing portions of the Website without registering an account with Affyn. However, you must register for an account in order to purchase any products or services offered by Affyn through the Website, including, for the avoidance of doubt the FYN Tokens, Flags and any passes in relation to products and services that Affyn may offer from time to time on the Website. You are required to provide your name, your email address and any other information as required by Affyn. Thereafter, you can login by using your username and password that you have created.

3.2 The information that you have provided are deemed to be true, accurate, complete, and up to date. You are responsible for the security of your account and password. Affyn will not be liable for any loss or damage arising from your failure to keep your information safely.

3.3 Affyn may refuse any request for the registration of an account and suspend or terminate an account at its sole discretion.

3.4 All requests or applications for the purchase or acquisition of any products or services offered by Affyn through the Website, including, for the avoidance of doubt, the FYN Tokens, Flags and any passes in relation to products and services that Affyn may offer from time to time, are subject to Affyn's acceptance, your entry into the relevant agreement for the purchase or acquisition of such products or services, including, for the avoidance of doubt, the FYN Tokens, Flags and any passes in relation to products and services that Affyn may offer from time to time, with Affyn and a satisfactory outcome of such know-your-client checks as Affyn may require from time to time. Affyn will send you a response as reasonably practicable after you have submitted your request or application. For the avoidance of doubt, such a response may be sent to you directly on the Website. Affyn reserves the right to amend, cancel or refuse to process any request or application partly or fully.

3.5 If you breach any provision under these Terms of Use, or any agreement entered into between Affyn and you, Affyn may without prejudice to any other remedies it has at law or under these Terms of Use do one or more of the following:

- a. restrict or prohibit your use of the Website;
- b. terminate any accounts created by or otherwise associated with you on this Website or any part of it;

- c. restrict or blacklist you from creating new accounts on this Website or any part of it; and
- d. suspend or terminate any services provided to you.

4. WALLETS

4.1 You acknowledge and agree that Affyn has no control over any wallet that you may use in connection with your use of the Website.

4.2 Affyn will not be responsible for any issues arising as a result of your failure to provide accurate details of your wallet, nor for any issues arising as a result of you losing your access keys to your wallet.

4.3 Please be aware that if you are able to use the Website to make transactions relating to any digital tokens including FYN Tokens, that is not because Affyn is providing you any facility to do so or has any control or information relating to any of your wallets. Such function on the Website is at most like the function on a merchant website where you purchase goods and can on such merchant website fill in your credit card details to make payment. The credit card issuer and you are the one responsible in such a case for ensuring that the transactions that are charged to your credit card account and that no fraud is committed on your credit card account. Likewise, your wallet issuer and you are responsible for ensuring that no unauthorised withdrawals are made from any of your wallets.

5. DISCLAIMER OF WARRANTIES AND LIABILITIES

5.1 The contents on the Website are provided on an 'as is' basis. Affyn makes no representations as to the quality, completeness or accuracy of any content made available on the Website.

5.2 To the fullest extent permitted by law, Affyn does not make any representations or warranties and hereby disclaims any warranties whether expressly or impliedly arising from the following:

- a. all conditions, warranties and other terms that might otherwise be implied by law into these Terms of Use; and
- b. any and all liability to you, whether arising under these Terms of Use or otherwise in connection with your use of the Website.

5.3 The foregoing is a comprehensive limitation of liability that applies to all damages of any kind, including (without limitation) compensatory, direct, indirect, or consequential damages, loss of data, income or profit, loss of or damage to property and claims of third parties.

5.4 Notwithstanding the foregoing, nothing in these Terms of Use is intended to exclude or limit any liability that may not by law be excluded or limited, and in particular none of the exclusions and limitations in this clause are intended to limit any rights you

may have as a consumer under local law or other statutory rights which may not be excluded.

5.5 Affyn will not be liable to you for any liabilities to the extent allowed by law for damages, losses, claims, costs, or expenses of any kind to you related or arising from:

- a. your use in relation to the Website;
- b. any interruption in your use in relation to the Website;
- c. the availability of the Website;
- d. the availability of the products offered on the Website;
- e. quality, completeness, accuracy, reliability, or service levels in connection with information on the Website;
- f. any loss or corruption of data in connection with your use of the Website;
- g. errors, mistakes, or inaccuracies on any information on the Website;
- h. any unauthorised access to or use of the Website secure servers;
- i. any interruption or cessation of transmission to or from the Website in relation to the sale and purchase of any products or services offered by Affyn through the Website, including, for the avoidance of doubt the FYN Tokens, Flags or passes that may from time to time be available for purchase;
- j. any harmful viruses, malware or similar malicious codes that may be transmitted through the Website;
- k. any liabilities resulting from its negligence;
- l. any termination or change of the Website;
- m. any termination of any accounts created by or otherwise associated with you on this Website or any part of it; or
- n. any restriction or blacklisting of you from creating any accounts on this Website or any part of it.

6. PERMISSION TO USE

6.1 Your permission to use the Website is personal to you and non-transferable, and you may not use the Website for commercial purposes. Your use of the Website is conditional on your compliance with the terms and conditions set forth in these Terms of Use and you agree that you will not:

- a. use the Website for any fraudulent or unlawful purpose;

- b. use the Website to defame, abuse, harass, stalk, threaten or otherwise violate the rights of others, including without limitation privacy rights or rights of publicity;
- c. impersonate any person or entity, falsely state or otherwise misrepresent your affiliation with any person or entity in connection with the Website;
- d. interfere with or disrupt the operation of this Website, the servers or the networks used to make the Website available or violate any requirements, procedures, policies or regulations of such networks or servers;
- e. transmit or otherwise make available in connection with the Website any virus, worm, Trojan horse, or other computer code that is harmful or invasive or may or is intended to damage the operation of, or to monitor the use of, any hardware, software, or equipment;
- f. reproduce, duplicate, copy, sell, resell, or otherwise exploit for any commercial purposes, any portion of, use of, or access to the Website;
- g. modify, adapt, translate, reverse engineer, decompile or disassemble any portion of the Website. If you wish to reverse engineer any part of the Site to create an interoperable program you must contact us, and we may provide interface data subject to verification of your identity and other information;
- h. remove any copyright, trademark, proprietary rights from the Website or any materials originating from this Website;
- i. frame or mirror any part of the Website without the express prior written consent of Affyn;
- j. create a database by systematically downloading and storing the contents of the Website;
- k. use any manual or automatic device in any way to gather the contents of the Website or reproduce or circumvent the navigational structure or presentation of the Website without the express prior written consent of Affyn; and
- l. make any misrepresentations to us.

6.2 Affyn reserves the right to revoke any of these exceptions either generally or in specific instances.

7. INFORMATION OBLIGATIONS UNDER THE WEBSITE

7.1 By using the Website, you agree that you shall keep the Website informed of the status of the transactions that you have with the Website and if the operator of the Website requests, provide any information so requested.

8. REPRESENTATIONS AND WARRANTIES

8.1 By accessing or using the Website, you:

- a. represent and warrant to Affyn that you are of legal age, have the mental and legal capacity, and have the authority to use the Website and make submissions and requests and applications and all information provided by you to Affyn in connection with your use of this Website is accurate, current and complete and you agree to hold harmless and indemnify Affyn against any breach by you of any of the foregoing representations and warranties in accordance with the provisions of these Terms of Use;
- b. represent and warrant, if you are acting on behalf of an entity, that the entity you are acting for is a duly incorporated or constituted entity under the laws of the country in which it is incorporated or constituted, and you have the capacity and authority to act on behalf of the entity in relation to the Website; and
- c. are deemed to have read, understood, and accepted the terms and conditions of these Terms of Use.

9. RIGHT OF ACCESS

9.1 The Website provides hyperlinks to other websites and online resources which are not maintained or controlled by Affyn. Affyn is not responsible for the contents of such external sites or resources. Affyn will not be liable for any losses, claims, actions, costs, expenses, or any damages that arise from the use of those third-party websites and resources. Affyn may also block any links to or from the Website. Your use of third-party websites and resources is at your own risk.

10. DATA PROTECTION AND PRIVACY POLICY

10.1 Affyn has a privacy policy and by using the Site you are deemed to have consented to the terms of the privacy policy which can be found at www.affyn.com ("Privacy Policy").

10.2 It is a continuing condition of your access and/or use of the Site that you agree and consent to the terms of our privacy policy as amended from time to time, available at www.affyn.com ("Privacy Policy"). You acknowledge that we may process personal information in relation to you in accordance with the Privacy Policy.

11. NON-WAIVER

11.1 The failure of either party at any time to exercise any right or to require performance by the other party of any provision of these Terms of Use or to claim a breach of any term of these Terms of Use will not be deemed to be a waiver of such or any other rights or remedies available to it.

12. THIRD PARTY RIGHTS

12.1 A person who is not a party to these Terms of Use shall have no right under the Contracts (Rights of Third Parties) Act 2001 of Singapore, to enforce any provisions herein.

13. NOTICE

13.1 Any notice, request or other communication under these Terms of Use are to be in writing and can be delivered personally or by email to the intended recipient. To the fullest extent allowed by law, each party may serve legal documents, or any other documents related to legal proceedings on any other party in accordance with this clause.

14. JURISDICTIONAL ISSUES

14.1 Affyn makes no representation that the information provided on this Website is appropriate or available for use outside Singapore. If you choose to access this Website outside Singapore, you are responsible for your own risk and you shall take the necessary steps to comply with the applicable local laws. By using this Website, you agree that certain personal data of yours will be transferred and processed in Singapore.

15. EFFECTIVE PERIOD

15.1 These Terms of Use are effective as long as this Website is active. Upon any breach of the terms under these Terms of Use, Affyn may at any time and for any reason, terminate your access to or use of this Website. If Affyn terminates your access to this Website, you will not have the right to bring any claims against Affyn or its affiliates with respect to such termination. Affyn and its affiliates shall not be liable for any termination of your access to this Website.

16. GOVERNING LAW

16.1 These Terms of Use shall be governed and construed in accordance with laws of Singapore. You agree to submit to the jurisdiction of the Singapore courts.