

## SERVICE TERMS OF USE &amp; POLICIES

Updated on: May 09, 2018

Please read these service terms of use and policies (“Terms”) carefully. These Terms constitute a legal agreement between you (“User”, “you” or “your”) and BITSCREENER PTE. LTD. (UEN: 201810672H), a company incorporated under the laws of Singapore, and its subsidiaries, affiliates and related corporations who own or operate the Website defined below (“Company”, “we”, “us” or “our”). By accessing or using the Website (defined below) or any part of it, you accept and agree to be bound by the Terms and the Privacy & Data Protection Policy (accessible at: <https://tokensale.bitscreener.com>). Please read the Privacy & Data Protection Policy to find out how we collect, use, disclose, process and protect your personal data, in accordance with the Personal Data Protection Act 2012 (No. 26 of 2012) of Singapore.

If you do not agree to these Terms, you should stop accessing or using the Website immediately.

In these Terms, the “Website” means the websites owned and operated by the Company and its subsidiaries, affiliates and related corporations, including <https://bitscreener.com/>.

The Company reserves the right to change, modify, add or remove any of terms contained in these Terms, at any time, for any reason. We will provide notice of such amendments by posting the revised Terms on the Website (and changing the “Updated on” date reflected in the top left-hand corner of these Terms accordingly), or by providing written notice in any other manner at the Company’s sole discretion, and such amendments shall be effective immediately upon posting, and shall apply to your subsequent access to or use of the Website. You acknowledge that by continuing to access or use our Website after we have posted changes to these Terms, you are agreeing to such modified terms. If you do not agree to such revised Terms, you must stop accessing or using the Website immediately.

## **1. Eligibility to Use & Access Website**

- 1.1 By accessing or using the Website, you represent and warrant that you are not prohibited by the laws of the country, region or jurisdiction that you are residing in from accessing or using the Website, in accordance with these Terms.
- 1.2 If you are below 18 years old: you must obtain consent from your parent(s) or legal guardian(s). Their acceptance of these Terms and their agreement to take responsibility for (i) your actions; (ii) any charges associated with your use of any of the services, software or content provided; and (iii) your acceptance and compliance with these Terms. If you do not have consent from your parent(s) or legal guardian(s), you must stop using/accessing this Website.

## **2. Permitted Purpose**

- 2.1 In these Terms, “Website Services” means the information, materials, software, products, services and content provided by the Company or otherwise available through the Website (including any information linked from this application or service); artwork, photos, video and audio content; and all updates to any of the aforementioned items.

- 2.2 You may only use the Website and the Website Services in accordance with the terms of these Terms. You shall not directly, or indirectly (by assisting or encouraging any other party):
- (a) copy, frame or mirror any parts of the Website or Website Services;
  - (b) sell, rent or lease the Website or Website Services or otherwise transfer or assign the right to use the Website or Website Services, or pledge, grant a security interest in, lien on or encumber the Website or Website Services;
  - (c) use the Website or Website Services to process, store or handle any information not owned by you or provided to you without express authorisation for such use or access;
  - (d) access the Website or Website Services with any automated application or programme other than through those owned or operated by the Company;
  - (e) directly or indirectly copy, translate, adapt, modify, alter, decompile, disassemble, or otherwise reverse engineer or create any derivative work of the Website or Website Services, merge the Website or Website Services or any part thereof with any other application or change Website or Website Services in whole or in part;
  - (f) alter or remove any copyright or other intellectual property marks or notifications applied to the Website or Website Services;
  - (g) make any use of the Website or Website 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
  - (h) use the Website or Website Services for any illegal, offensive, immoral or unethical purpose.

### **3. User Account**

- 3.1 In order to access and use certain features on the Website, you may be required to create an account with the Company ("**User Account**"). You agree to: (a) provide accurate, current and complete information when creating or updating the User Account; (b) maintain and promptly update the User Account information; (c) maintain the security and confidentiality of your login credentials and restrict access to your User Account and your computer; (d) promptly notify the Company if you discover or otherwise suspect any security breaches related to the Website; and (e) take responsibility for all activities that occur under your User Account and accept all risks of unauthorised access.
- 3.2 Account security: As part of your User Account or through the use of the Website Services, you may receive a username and password (or other means of authentication or by which you can control access to the data, information and services provided by the Company) ("**Access**")

**Code**”). You shall be solely responsible for maintaining the confidentiality of the Access Code and security of your User Account and such devices on which the Website Services are accessed. Accordingly, you shall be solely and completely responsible for any and all acts or omissions that occur using the Access Code or through your User Account, whether lawful or unlawful. You must inform the Company immediately of any unauthorised use of your Access Code, User Account or any other breach of security. You further agree to accept all risks of unauthorised access to your User Account, data or any other information or content you provide to the Company.

- 3.3 **Termination or Suspension**: Notwithstanding any of these Terms, the Company reserves the right, without prior notice, and at its sole discretion, to terminate or suspend your right to access or use the Website, and to block any future access or use of the Website by you, including but not limited to situations where it is determined that there is unauthorised use or access of the Website, the Website Services, or the Website or Website Services are used or accessed in a manner that violates the laws of the applicable jurisdiction; or threatens the security or otherwise harms the Company, personnel of Company, or other Users and third parties. For the avoidance of doubt, in the event of termination or suspension of a User Account, the Company shall not be under any obligation to provide the User with: (i) a date for the conclusion of any investigations; and/or (ii) any assurances on when the suspension will be lifted. Further, clauses 4, 5.2 to 5.4, 6.1 to 6.3, and 7 to 16 of these Terms shall survive the termination of the User Account.

#### **4. User Content**

- 4.1 You own all information, data, text, sound, photographs, graphics, video, messages, posts, tags, software or other material you make available in connection with the Website Services (the “**Content**”), whether posted publicly posted, privately transmitted or submitted through a third party.
- 4.2 You grant the Company a non-exclusive, transferable, sub-licensable, royalty-free, worldwide license to use any Content you post or in connection with the Website Services.
- 4.3 You are wholly responsible for all Content that you post, upload, email, transmit or otherwise make available via the Website Services. The Company may, but has no obligation to monitor the Content posted to the Website Services. The Company may at any time and for any reason screen, monitor, review, refuse or remove any Content that violates these terms or is otherwise offensive or objectionable. You understand that you may be exposed to Content that is offensive, indecent or objectionable by using the Website Services and the Company is in no way liable for any loss or damage resulting from the use of Content made available on the Website Services.
- 4.4 The Company does not endorse any Content posted or provided by Users, and any Content provided by you is subject to prevailing laws and regulations including those relating to subject matter, inciting hate, indecency or public protection.

#### **5. Ownership of Intellectual Property Rights**

- 5.1 As a User of the Website and Website Services, the Company grants to you a limited, non-exclusive, non-transferable, non-sub-licensable, revocable, worldwide licence to use, install, access, operate, run and execute the Website Services through the User Account for your personal use only, and not for commercial use, resale or for and on behalf of any other person or organisation, subject to the terms of this Agreement.
- 5.2 You acknowledge and agree that the Website, Website Services and all associated intellectual property rights are owned by Company (or its licensor, where applicable) and are protected by Singapore copyright laws and other laws.
- 5.3 Except as expressly stated in these Terms, the Company grants you no other right or license, express or implied, to the Website and Website Services, including without limitation, any right to use, copy, publish, display, compile, transmit, broadcast or otherwise exploit the Website and Website Services. No proprietary rights are intended to be transferred or conferred by these Terms.
- 5.4 The Company reserves all rights to and in the Website and Website Services, including any and all patent, trademark, copyright, trade secret, intellectual and industrial property rights, developed or in existence and in all forms of media throughout the world for the Company's use and disposition at its sole discretion without any obligation to you. You are not authorised to use the names 'BitScreener', 'BITX', 'BSP Points', 'BSP', or any other trademarks owned or controlled by the Company in any manner whatsoever, regardless of whether they are registered, without the prior written approval from the Company.

## **6. Third Party Links**

- 6.1 There may be hyperlinks to properties, sites or products operated by third parties on the Website. Access to any third-party site is at your own risk and you acknowledge that you are contracting directly with such third party and not the Company. Such links are provided for convenience and the inclusion of such links does not imply an endorsement or guarantee of the products or services of the third parties. You are not obligated to interact or use any third party that appears on the Website.
- 6.2 The Company is not responsible for the reliability of such third-party products or services nor is the Company responsible for any third-party information or other materials. The Company shall not be liable for any loss or damage incurred by you resulting from your dealings with third parties, through the Website or otherwise.
- 6.3 You agree that you will not use any third-party materials in a manner that would infringe or violate the rights of any other party, and that the Company is not in any way responsible for any such use by you.
- 6.4 You are granted a limited, non-exclusive right to create a hyperlink to the Website, provided that such hyperlink does not portray the Company or any part of the Website in a false, misleading, derogatory or otherwise defamatory manner, and provided further that the linking site does not contain any adult or illegal material or any material that is offensive, harassing or otherwise objectionable. This limited right may be revoked at any time, at the sole discretion of the Company.

## **7. Terms of Sale of BITX – Assumption of Risk**

**Purchasers of BITX agree to subject to the Terms of Sale of BITX** (accessible at: <https://tokensale.bitscreener.com>) or such other terms of sale governing your purchase of BITX in addition to these Terms. The BitScreener platforms (“**Platforms**”) are the platforms, including the Website and mobile applications, developed, owned, operated and deployed by the Company for providing a comprehensive and consolidated summary of the movement of financial data and instrument, to build a community where users can interact with each other through creating, publishing, reading and voting on the content. “**BITX**” means the tokens to be issued by the Company to token holders, for purchase of premium services and use within the Platforms.

## **8. Warranty Disclaimer**

- 8.1 The Website and the Website Services are provided on an ‘as is’ and ‘as available’ basis by the Company, without any express or implied warranty. The Company provides no guarantee as to the performance or the uninterrupted, or secure availability of the Website or the Website Services. The Company disclaims all warranties, express or implied, including, without limitation, implied warranties of merchantability, fitness for a particular purpose, title and non-infringement as to the site and the information, content and materials contained therein. The Company does not represent or warrant that the Website or Website Services are accurate, complete, reliable, current or error-free. Further, the Company does not warrant that any errors in the Website or Website Services will be corrected. While the Company attempts to make your access and use of the Website and Website Services safe, the Company cannot and does not represent or warrant that the Website or its server(s) are free of defects, viruses, malware or other harmful components. The Company shall not be liable for any damages suffered as a result of using, modifying, contributing, copying, distributing, or downloading the Website or Website Services.
- 8.2 Information set out in Website Services are qualified entirely by reference to the original source of the information and you should refer to such original source for qualifications and reference, and no such statement or information shall constitute legal, business or tax opinion or advice.
- 8.3 You have sole responsibility for ensuring the adequate protection and backup of data and/or equipment used in connection with the application or the Website Services and you will not make a claim against the Company for lost data, re-run time, inaccurate output, work delays, or lost profits resulting from the use of the Website or Website Services.
- 8.4 The Company expressly disclaims all and any liability arising out of, related to or in connection with any of the following:
- (a) internet or connectivity interruptions or delays;
  - (b) your or any third party's data, equipment, network, servers, applications, properties, cabling, systems, facilities or devices;

- (c) scheduled maintenance or other modification to the Website Services;
  - (d) any act or omission by you or any third party;
  - (e) use of the Website Services which is not permitted hereunder;
  - (f) modifications to the Website Services by any person or entity, other than the Company; and/or
  - (g) force majeure.
- 8.5 Neither party shall be liable for any failure or delay in performance under these Terms (other than for delay in the payment of money due and payable hereunder) to the extent said failures or delays are proximately caused by Acts of God, Government restrictions, acts of terrorism, natural catastrophes, wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected and occurring, provided that, as a condition to the claim of non-liability, the party experiencing the difficulty shall give the other prompt written notice, with full details following the occurrence of the cause relied upon. Dates by which performance obligations are scheduled to be met will accordingly be extended for a period of time equal to the time lost due to any delay so caused.
- 8.6 Without limiting the generality of the foregoing, you acknowledge and agree that the Website and Website Services will, from time to time, be subject to interruptions, delays and lag time arising from maintenance, servicing, User activity, User access, connectivity or otherwise and the Company disclaims all liability arising therefrom.
- 8.7 The Company reserves the right to change any and all content contained in the Website and Website Services at any time, without providing prior notice to you. Reference to any products, services, processes or other information, by trade name, trademark, manufacturer, supplier or otherwise does not constitute or imply endorsement, sponsorship or recommendation thereof, or any affiliation therewith, by the Company.

## **9. Limitation of Liability**

- 9.1 In no event will the Company, its directors, employees or agents be liable for any direct, special, indirect or consequential damages, or any other damages of any kind, including but not limited to loss of use, loss of profits or loss of data, whether in an action in contract, tort (including but not limited to negligence) or otherwise, arising out of or in any way connected with the use of or inability to use the Website, the materials or content of, or the materials contained in or accessed through the Website, including without limitation any damages caused by or resulting from reliance by User on any information obtained from the Company, or that result from mistakes, omissions, interruptions, deletion of files or email, errors, defects, viruses, delays in operation or transmission or any failure of performance, whether or not resulting from acts of god, communications failure, theft, destruction or unauthorised access to the Company's records, programmes or Website.

9.2 In no event will the aggregate liability of the Company, whether in contract, warranty, tort (including negligence, whether active, passive or imputed), product liability, strict liability or other theory, arising out of or relating to the use of or inability to use the Website exceed any compensation you pay, if any, to the Company for access to or use of the Website.

## **10. Indemnification**

10.1 You agree to indemnify, defend and hold the Company and its subsidiaries, affiliates, officers, agents, representatives, employees, partners and licensors harmless from all claims from third parties, suits, actions, proceedings (formal and informal), investigations, judgments, deficiencies, damages, settlements, liabilities, and legal and other expenses suffered by or incurred by the Company, its affiliates or their employees, directors, representatives, consultants, officers, owners or agents arising from or related to any of the following:

- (a) breach or violation by you of these Terms;
- (b) your connection to the Website Services;
- (c) your gross negligence or wilful misconduct;
- (d) any breach or violation by you of applicable laws;
- (e) any or all of the information or data provided by you to the Company or the content thereof (including claims of infringement, ownership, libel, defamation, obscenity);
- (f) use of the Website Services; and
- (g) use of the Website Services and Access Code by you or others to whom you provided access.

10.2 The Company reserves the right, at its own expense, to assume the exclusive defence and control of any matter otherwise subject to indemnification by you in which case you agree to cooperate with the Company in asserting any available defence.

## **11. Severability**

If any provision of these Terms is declared to be unenforceable, the remainder of these Terms will continue in full force and effect, and the unenforceable provision will be deemed modified to the extent necessary to comply with the applicable requirements of law, while retaining to the maximum extent permitted by law its intended effect, scope and economic effect.

## **12. Rights Cumulative**

The rights and remedies provided by these Terms are cumulative, and the exercise of any right or remedy by either party hereto (or by its successor), whether pursuant to these Terms, to any other agreement, or to law, shall not preclude or waive its right to exercise any or all other rights and remedies.

### **13. Assignment**

These Terms and any rights or obligations of a User may not be transferred or assigned by any User without the Company's express prior written consent. The Company is entitled to and reserves all rights to assign or novate this Agreement at any time and shall give the User subsequent notice of such assignment or novation.

### **14. Waiver**

No action of either party, other than express written waiver, may be construed as a waiver of any provision of this these Terms. A delay on the part of either party in the exercise of its rights or remedies will not operate as a waiver of such rights or remedies, and a single or partial exercise by either party of any such rights or remedies will not preclude other or further exercise of that right or remedy. A waiver of a right or remedy on any one occasion will not be construed as a bar to or waiver of rights or remedies on any other occasion.

### **15. Entire Agreement & Precedence**

- 15.1 The terms of the Privacy & Data Protection Policy (accessible at: <https://tokensale.bitscreener.com>) are incorporated herein to these Terms by reference in their entirety.
- 15.2 In the event of any conflict or inconsistency, the following shall establish the order of precedence and priority (with governing precedence listed first and interpreted to afford most favourable protection to the Company): these Terms, and the Privacy & Data Protection Policy.
- 15.3 These Terms constitute the entire agreement between you and the Company pertaining to its subject matter and supersedes all other agreements, communications, understandings, negotiations, and discussions, whether oral or written, or course of dealings between us.

### **16. Governing Law & Jurisdiction**

- 16.1 These Terms shall be governed by, construed under and enforced in accordance with the laws of Singapore, without regard to any conflict of law provisions. Any action in connection with, relating to or arising from this agreement shall be finally resolved by arbitration in Singapore in accordance with the Arbitration Rules of the Singapore International Arbitration Centre for the time being in force ("**SIAC Rules**"). The tribunal shall consist of one (1) arbitrator to be appointed in accordance with the SIAC Rules. All arbitration proceedings shall be in the English language. The seat of arbitration shall be Singapore. The decision of the arbitrator shall be final and binding.
- 16.2 If the decision of the arbitrator can be appealed to the courts, or if either party seeks to set aside the arbitral award, under the laws of Singapore, you agree to be subject to the



jurisdiction of the courts in Singapore, to the extent relevant, and hereby waive any objection to such jurisdiction for the purpose of any such appeal or recourse to the courts..

**17. Notices, Support & Questions**

Any notice, request, consent or approval required or permitted to be given under these Terms or pursuant to law shall be sufficient if in writing, and in the case of the User, when sent by email and/or registered mail to the relevant address provided by the User, and in the case of the Company, to the address as set out below:

Email address : [contact@bitscreener.com](mailto:contact@bitscreener.com)

Address : 10 Anson Road, #22-15, International Plaza, Singapore 079903