

## TERMS OF SERVICE

The Terms (*as defined below*) is executed between you and us i.e. Kristal Advisors (SG) Pte. Limited and other members of the Kristal Group (*as defined below*) (collectively referred to as "**Kristal.AI**" hereinafter), governing the usage of our Services, Platform, and/or Applications (*all, as defined below*).

By accessing, using and/or registering to our Services, Platform, and/or Applications, you understand and agree to be bound by the terms and conditions of these terms of service (the "**Terms of Service**"), privacy policy (the "**Policy**"), the client agreement executed between Kristal.AI and the Customer for availing the Services (the "**Client Agreement**") and related documents and any modifications or amendments made thereto by Kristal.AI from time to time, at its sole discretion. If you do not agree to these Terms (*as defined below*), you are not authorized to use our Services, Platform, and/or Applications. By accepting these Terms, you represent that you have the capacity to enter into or, if you are acting on behalf of an entity, that you have the authority to bind such entity to, a legally binding contract, and you agree that these Terms legally bind you or the entity on behalf of which you purport to act, in the same manner as a signed, written, paper contract.

Further, accessing and/or using the Services, Platform, and/or Applications and/or using any of the information provided therein shall be deemed to signify the User's unequivocal acceptance of these Terms. The User expressly agrees and acknowledges to be bound by the Terms, regardless of however the User or anyone on the User's behalf has accessed, installed, downloaded or used the Services/ Platform and/or Applications.

The User expressly agrees and acknowledges that the Terms of Service and Policy are co-terminus, and that expiry / termination of either one will lead to the termination of the other. In the event that the User or anyone acting on the User's behalf does not wish to be bound by the Terms, the User (or the legal person/entity acting on the User's behalf) unequivocally agrees to refrain from accessing, using or retaining the Services and/or Platform and/or Applications on any device in any manner whatsoever. The User agrees that anything done or caused to be done by the User or anyone acting on the User's behalf, whether expressly or impliedly is in contravention with the Terms and the Client Agreement will render the User liable for legal and punitive action.

### **Definitions**

"**Agreements**" means the additional agreements and related documents required from you in case you opt for our advisory and managed account services offered by Kristal.AI.

"**Application**", singular or plural, refers to any of our html-based computer programs, smart phone, tablet or personal computer applications and all other software programs made available to Users by us.

"**Business Day**" means each day on which banks are open for business in Singapore, other than a Saturday, Sunday or other public holidays in Singapore.

"**Confidential Information**" means all information oral or written, treated as confidential by the disclosing Party and exchanged between the Parties including without limitation, Personal Data, development or business activities, any unannounced products, services and software, including any

information relating to services development, processes, plans, financial information, and authorized user related data and information, forecasts, and projections in connection with the Services, Platform and/or Application whether disclosed in writing, electronically or verbally. Confidential Information of the Parties shall also include the Terms, the Client Agreement, Personal Data and Services.

**"Content"** means (1) any information, data, text, software, code, scripts, music, sound, photos, graphics, videos, messages, tags, interactive features, or other materials that you post, upload, share, submit, or otherwise provide in any manner to the Platform; and (2) any other materials, content, or data you provide through any channel to Kristal.AI.

**"Core Data"** means statistical collective data amongst Users produced by the Kristal Group as part of the Service.

**"Customers"** means registered Users of the Platform who have completed the onboarding procedure comprising but not limited to Know Your Customer ("**KYC**") process and risk profiling. For avoidance of doubt, users who are simply accessing information on the Platform or users who have completed the "sign-up" process but not the KYC and risk profiling process are not Customers.

**"Kristal Group"** includes Kristal.AI (using whatever trading names as it considers appropriate for its business and marketing purposes) and any company which may from time to time be established and which may fall under the majority ownership and control of the officers of Kristal.AI including its parent or holding company and any subsidiary and any company which has a strategic or operational partnership agreement with Kristal.AI. Kristal Group shall include without limitation the following: O2O Technologies Pte Limited (a limited liability company registered in Singapore with registered number 201601167H and being the operator of the Platform), O2O Software Services Private Limited, Kristal.AI Technologies Limited, Kristal.AI Capital Private Limited, Kristal Advisors Private Limited, Kristal Advisors (HK) Limited, Kristal Advisors (SG) Pte Limited.

**"Kristals"** are the strategies or products the Customer may invest in. The singular form is referred to as "**Kristal**".

**"IP Rights"** means the rights relating to all forms of intellectual property, including copyright and trademarks, in the content and all Services available on or through our Platform and Applications.

**"Losses"** shall mean all direct losses, damages, liabilities, costs (including legal fees), expenses, charges, interest, penalty, claims, arbitration, proceedings, suits and all sums paid in relation to any compromise or settlement of any claim, arbitration, suit or proceeding;

**"Misuse"** or **"Abuse"** means content that is inconsistent with the spirit of these Terms, even if it is something that is not expressly or impliedly forbidden by the letter of these Terms. In other words, if you do something that is not prohibited here verbatim but is not expressly allowed or provided for by the Terms, Kristal.AI is wholly entitled to use its discretion to remove the said content from the Platform and from all other appropriate places.

**"Party"** refers individually to each of you and the Kristal Group.

**"Parties"** refer to both you and the Kristal Group collectively.

"**Personal Data**" means data, whether true or not, about you that is sufficient to enable us to identify you, either when considered in isolation or together with other information that we have or are likely to have access to. For the avoidance of doubt, Personal Data includes (without limitation) Personal Identification Information and Personal Financial Data.

"**Personal Identification Information**" means your name, address, identification number, phone number, and/or other information by which you may be personally identified.

"**Personal Financial Data**" means the financial account statements and other financial data that you provide to us or authorize us to have access in order to deliver the Services to which you have subscribed.

"**Platform**" means [www.kristal.ai](http://www.kristal.ai) or such website or any other mobile application powered by O2O Technologies Pte. Ltd. to provide Services, but does not include any website or mobile application owned or operated by a third party that may be accessed from any page on [www.kristal.ai](http://www.kristal.ai) or mobile application powered by O2O Technologies Pte. Ltd.

"**Platform Dashboard**" means reports and analysis graphs in the Platform which the users track their investments on.

"**Services**" means the account aggregation, portfolio visualization, advisory, transaction execution, order management, analytics and reporting services and other services made available by the Kristal Group in relation to the investments made by the Customer in one or more Kristals.

"**User**" or "**Client**" capitalized or otherwise, means the person who uses or registers to the Services, including the Platform and Application and if authorized and applicable, the entity on whose behalf any person \ uses or registers to the Services, Platform and Applications. It is clarified that the term User shall include all Customers.

"**Fee**" means the fees payable by you to us for the Services in accordance with the Client Agreement.

"**Terms**" means the Terms of Service, the acceptable use policy in **Appendix 1** and our Policy (which addresses how we handle and protect your data and information as set out in our Platform), and any appendices, addendums, and schedules attached thereto.

"**We**" capitalized or otherwise, refers to Kristal.AI and other members of the Kristal Group and related phrases "**us**" and "**our**" should be understood accordingly.

"**You**" capitalised or otherwise, means the User. "**Your**", capitalized or otherwise, has a corresponding meaning.

## **1. Description of Service**

The Platform is a financial account aggregation and portfolio visualization, artificial intelligence powered advisory, analytics and reporting service. It aggregates financial account and other information that you provide us, or otherwise authorize us to have access to, process the information into an aggregated portfolio and report it on a 'user only' restricted access area

on our Platform and/or Applications. It also enables the Users to discover their financial objectives, define goals, get advice using machine learning technology, invest seamlessly in a broad set of investments and manage their portfolios online (via Platform). Kristal.AI uses an advisory proprietary algorithm to recommend a portfolio allocation between Kristals to its Customers. We also deliver online investment advisory and asset management solutions using machine learning, trade replication and application programming interface integration subject to Agreements. The scope of these Terms covers not only the above-mentioned Services, but also any other service(s) that may be provided by Kristal.AI at any time through the Platform and/or Applications. (For the avoidance of doubt, any non-automated interaction with existing and prospective Customers as part of the provision of the Services will be governed by the agreements mentioned herein.).

## **2. Acceptance of Terms**

These Terms form an electronic contract that establishes legally binding terms that the User must accept to use the Services provided by Kristal.AI, through the Platform and/or Applications. These Terms include by reference other terms disclosed and agreed to by the User in the event the User purchases or accepts additional features, products or services in addition to the Services, including but not limited to terms governing features, billing, discounts, promotions, etc.

## **3. Fee**

3.1 The Services are paid services and a Fee is payable by you based on the Services, as detailed in the Client Agreement. Such Fee can be paid by you using a mode of payment such as bank transfer, cheque or any other mode of payment acceptable in accordance with laws of the relevant jurisdiction and as agreed with Kristal.AI.

3.2 Users can register on our Platform to use the Services.

3.3 You authorize us to store and continue billing your Fee at the end of every billing cycle as per Kristal.AI's method of billing.

3.4 In addition to the Fee, you are responsible for payment of all taxes and all other ad-hoc fees that you may incur, and we may invoice you from time to time. You will receive a copy of the invoice at your email address registered with us.

## **4. Term & Termination**

### **4.1 Term**

These Terms will come into effect from the date that you access the Platform and shall remain in effect until terminated in accordance with the Terms of Service.

### **4.2 Termination at your will**

You may terminate the Terms by giving us not less than thirty (30) calendar days' written notice of termination or such other period as may be agreed between Kristal.AI and you in

writing.

#### 4.3 Termination and/or Suspension

4.3.1 We reserve the right, at our sole discretion, to suspend access to our Platform, Services and/or Applications, without providing prior notice to you, to conduct an investigation, where we have suspected, or may have reasons to believe that you may: (i) have breached the terms of the Terms; (ii) have carried out unauthorised use of the Services, Platform and/or Applications; (iii) have used the Services, Platform and/or Application in a manner that violates the laws of the relevant jurisdiction or which threatens the security or otherwise harms Kristal.AI, personnel of Kristal.AI, or other users of the Platform, Services and/or Application and third parties; (iv) be presented with a bankruptcy petition; or (v) be the subject of any adverse publicity or involved in any litigation that we reasonably believe would be detrimental to our interests.

4.3.2 Notwithstanding any other provision of the Terms, we reserve the right to suspend or discontinue the Services, either temporarily or permanently and either wholly or in part, for maintenance purposes or otherwise, without prior notice.

4.3.3 Provisions in these Terms that are by their nature intended to survive termination (including, without limitation Clause 6 (*Ownership and Rights*), Clause 7 (*Confidentiality*), Clause 8 (*Indemnity*), Clause 9 (*Services "As Is"*), and Clause 10 (*Limitations of Liability*) will continue to apply to you with full force and effect notwithstanding any termination of the Terms.

#### 4.4 Amendment to the Terms

4.4.1 We may revise the Terms from time to time and the most current version will be posted on the Platform. If a revision, in our sole discretion, is material, we will notify you by e-mail or through any other means of communication. Other revisions may be updated only on the Platform and you are responsible for checking such postings regularly. By continuing to use the Services, Platform and/or Application after revisions become effective, you agree to be bound by the revised Terms. The revised Terms shall supersede all prior versions unless otherwise agreed by the Parties in writing. If you do not agree to the revised terms, you may terminate the Terms in accordance with Clause 4.2

4.4.2 In addition, in the event any regulatory authority that has provided us any license to provide the Services, Platform and/or Application revokes such license, you hereby agree that we may terminate these Terms, at any time, without liability on our part.

#### 4.5 Revision of Fee

We reserve the right to revise the Fee from time to time. We will give you adequate notice prior to the revised Fee coming into effect. If you do not agree to the revised Fee, you may terminate the Terms by sending us a notice as per Clause 14.6, failing which you will be deemed to have agreed to the revised Fee.

### 5. **Your Obligations**

## 5.1 Service Access

You must:

- 5.1.1 ensure that your username and password required to access the Services, Platform and/or Application are kept secure and confidential at all times and agree to make every reasonable effort to prevent third parties from accessing the Services, Platform and/or Application using your username and password. In the event of any unauthorized use of your username and password or any other security breach, you must immediately send us a notice as per Clause 14.6 and take all other actions necessary or as required by us to maintain the security of the Services, Platform and/or Application;
- 5.1.2 refrain from accessing insecure or unknown linked websites and duly comply with dual factor authentication request by the Platform;
- 5.1.3 acknowledge and fully understand that you shall be solely responsible for any consequences arising from disclosure of your username and password to any third person or any unauthorized use of the username and password. So long as the username and password are used to identify the source of instructions, the instructions thereof shall be deemed to have originated from you as authentic, complete and accurate instructions, and shall be binding on you, whether or not such instructions was in fact given by you;
- 5.1.4 provide accurate and sufficient information in order to enable the Platform to provide in return, where applicable, appropriate investment advise that is suitable for you in terms of investment goals and/or risk profile etc.;
- 5.1.5 not make any investment decision if you do not understand the investment products and are willing to bear the risks associated therewith. If in doubt, you are advised to seek help from Kristal.AI and/or independent professionals and raise questions to ensure that you understand the investment product thoroughly before investing;
- 5.1.6 read and understand the information available on the Platform, e.g. product offering documents and warning statements, frequently asked questions, methodology adopted by Kristal.AI for assessing and assigning ratings to the investment products and categorising clients (if any), scope and limitations of Services and investment products provided, fees and charges, and remunerations earned by Kristal.AI, e.g. either payable by the user or any other person (such as product issuers);
- 5.1.7 keep track of all your trades closely by logging onto the Platform and/or Application regularly or when you receive an e-statement alert from the Platform and review all transactions promptly. In case of any suspicious or unauthorised transaction, you should notify Kristal.AI immediately;
- 5.1.8 not attempt to undermine the security or integrity of our computing systems or networks where the Services, Platform and/or Application are hosted, or take or permit any action which may impair the functionality of the Services, Application or the Platform;

- 5.1.9 not attempt to copy, reproduce, reverse engineer or decompile any computer program, design, functionality and any other component of the Services, Platform and/or Applications;
- 5.1.10 not attempt to gain unauthorized access to any materials other than those contained in your 'user only' area or to which you are otherwise expressly permitted to access;
- 5.1.11 not transmit or upload onto the Application and/or Platform any files containing malicious computer codes or any software that may damage our computing systems or networks or any other person's computing device or any content that may be offensive or any material or data in violation of any law;
- 5.1.12 warrant at all times that any information or data provided by you to us in connection with these Terms and for provision of Services is your own, is true and correct, does not infringe any rights, including intellectual property rights or confidentiality rights, of any person and that you are fully entitled to furnish such information or data to us for purposes of these Terms and until termination of the Terms;
- 5.1.13 agree that a basic prerequisite for use of the Services, Platform and/or Application is easy access to the internet and internet browsing facilities supported by the Services, Platform and/or Applications, as well as a working phone number and email by which you are accessible. All expenses in relation to the same are to be borne entirely by you, and you further agree that Kristal.AI shall not be liable for any shortcomings/deficiencies/interruptions/mistakes/downtime of any nature in the Services provided for by the internet/telecom service provider(s); and
- 5.1.14 use the latest versions of operating system, Application, software and browser as communicated by Kristal.AI from time to time and keep them updated.

## 5.2 Usage Limitations

You may only use the Services, Platform and/or Application in accordance with and within the limitations as stated in the Terms and the Client Agreement. You must only use the Services, Platform and/or Applications strictly for your or, if you are using our Services, Platform and/or Applications for and on behalf of an organisation, your organisation's own lawful purposes or in case of a joint account the primary account holder can use the account for and on behalf of the secondary account holder. You may not purport to license, sell, lease, outsource or otherwise share or permit the use of the Services, Platform and/or Application to or with any third party, whether or not such actions are undertaken for financial gain. Usage beyond this limitation will result in suspension or termination of the Terms and you may also be liable for payment of any Losses that may be suffered by us as a result.

## 5.3 Timely Payment of Fee

You are responsible to ensure the timely payment of your Fee in accordance with the Client Agreement. Failure to pay the Fee will result in suspension or termination of the Terms and the Client Agreement.

## **6. Ownership & Rights**

## 6.1 Data Usage & Retention

- 6.1.1 The Personal Financial Data that you provide to us or otherwise authorize us to have access to is your property.
- 6.1.2 By using our Services, making an application or accessing the Platform and/or Application you grant us a license to collect, use, copy, transmit, store and back-up your Confidential Information for purposes of providing Services and/or for any other purpose(s) as contemplated by these Terms (including the Client Agreement).
- 6.1.3 You acknowledge that, for your privacy, security and other operational reasons, your data in the original form received by us may be deleted without being backed-up by us after such data has been processed for purposes of the Services.
- 6.1.4 If you decide to stop the Services or terminate the Terms and the Client Agreement, or after cessation of the subject matter to which such data relates, we will delete your Personal Financial Data, both in its original form (if it has not been deleted yet) and in its processed form as it appears on the Platform Dashboard, within a reasonable time. Kindly note that (i) there may be some latency in removing this information from our servers and back-up storage; and (ii) we may retain your data and information, and in certain cases, may disclose the same to third parties if necessary to comply with applicable laws and legal obligations, resolve disputes, enforce these Terms and protect our intellectual property rights.

## 6.2 Intellectual Property

- 6.2.1 You agree and acknowledge that Kristal.AI own and reserve the right, title and interest in and to the Services, Platform and/or Applications.
- 6.2.2 As part of the Services, we grant you a non-exclusive, limited, royalty-free, revocable license, during the Term of the Terms and the Client Agreement, to use our Platform and Application to facilitate your personal, non-commercial use of the Services and in accordance to our acceptable use policy in **Appendix I**. Any rights relating to our Platform and Applications that we do not expressly grant to you in writing are expressly reserved, and your access to and use of our Platform and Applications does not grant you an express or implied licence in respect of any of the IP Rights that are owned by, licensed to, or controlled by us and our licencees. To the extent required in order for us to operate this Platform and the Application and provide you with the Services, you grant to us a non-exclusive, world-wide, royalty-free, transferrable, irrevocable licence and right to host, publicly display, transmit, distribute, or use (that includes the right to copy, reproduce, and/or publish) the materials you upload onto this Platform and the Applications.
- 6.2.3 You acknowledge and agree that the Kristal.AI logo is our trademark and may not be used by you without our prior written consent.
- 6.2.4 Any distribution, reprint or electronic reproduction of any content from the Services, in whole or in part, is strictly prohibited without our prior written consent.



6.2.5 You acknowledge and agree that you shall not copy, modify, transmit, create any derivative works from, make use of, or reproduce in any way any copyrighted material, trademarks, trade names, service marks, or other intellectual property or proprietary information accessible through the Services and/or Platform and/or Application, without first obtaining the prior written consent of Kristal.AI.

## **7. Confidentiality**

7.1 Each Party may be given access to Confidential Information from the other Party in order to perform its obligations under the Terms. A Party's Confidential Information shall not be deemed to include information that:

- (i) Is or becomes publicly known other than through any act or omission of the receiving Party;
- (ii) Was in the other Party's lawful possession before the disclosure;
- (iii) Is lawfully disclosed to the receiving Party by a third party without restriction on disclosure;
- (iv) Is independently developed by the receiving Party, which independent development can be shown by written evidence; or
- (v) Is required to be disclosed by law, by any court of competent jurisdiction or by any regulatory or administrative body.

7.2 Each Party shall hold the other's Confidential Information in confidence and, unless required by law, shall not make the other's Confidential Information available to any third party, or use the other's Confidential Information for any purpose other than the implementation of the Terms.

7.3 Each Party shall take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed to and/or by its employees or agents in violation of the Terms and except on a need to know basis.

## **8. Indemnity**

8.1 You agree and undertake to fully indemnify and hold us harmless from and against all Losses howsoever arising from all claims, allegations, actions, proceedings, demands, or costs brought by a third party against us for wrongdoing, including wilful misconduct and gross negligence, by us or any of our employees, representatives, affiliates or agents arising as a result of any breach or non-performance of any of our undertakings or obligations under these Terms. You will also be liable to us for any cost, expense, loss or any damage incurred by us (including but not limited to professional advisors' fees) arising from your breach of these Terms, negligence, wilful default or fraud. You also agree to fully indemnify and hold us, as well as all or any of our affiliates, employees, successors, licensees, and assigns, harmless from and against all claims, costs, expenses, damages, liabilities, actions, losses, or demands that we may sustain or incur, directly or indirectly, as a result of your: (i) breach of the Terms; (ii) use of the Services; (iii) access to, use, or Misuse or Abuse of the Content on, or any Service(s) offered through, our Platform and Applications; or (iv) misconduct in any manner, including negligence and fraud, in connection with your use of our Platform and Applications

or any of the Services.

- 8.2 We will notify you of any such claim or proceeding and assist you, at your expense, in defending the same. We reserve the right to assume, at your expense, the exclusive control and defense of any matter that is or may be subject to indemnification under this section. Should we exercise this right, you nevertheless agree to cooperate with any reasonable requests we make of you to assist with our defense of such matter.

## **9. Services "As Is"**

- 9.1 Our Services, Platform and Application are provided to you on an "as is" basis and, to the fullest extent permissible by law, we make no express or implied warranty as to the accuracy, timeliness, availability or uninterrupted use of the Services, Platform and Application. You hereby acknowledge that your use of the Services, Platform and Application is at your sole risk.
- 9.2 Whilst we will use reasonable commercial efforts to ensure that all your submitted Personal Data (particularly your Personal Financial Data) is accurately captured, extracted and/or entered into our system, we do not warrant that this process or that any reports and/or analysis generated by the Platform will be 100% (hundred percent) error free. You are responsible for reviewing and verifying all such reports and/or analysis and promptly informing us of any errors noted as per Clause 14.6. Subject to that, we will take steps to investigate and rectify any confirmed errors as soon as reasonably practicable following receipt of your notification.

## **10. Limitation of Liability**

- 10.1 To the maximum extent permitted by law, we will not be liable to you for any Losses, (including loss of information, data, revenues, profits or savings) resulting, directly or indirectly, from any use of, or reliance on the Services including any special, consequential, incidental or other losses, expenses or damages arising out of or in connection with the use of the Platform. You assume full responsibility for results obtained from the use of the Services, Platform and/or Application and the conclusions drawn from such use.
- 10.2 Due to the nature of the internet, communication may be interrupted, suspended, delayed, attacked by hacker and errors may occur in data transmission. Given that malfunctions in communications facilities are not under our control, Kristal.AI will not be liable or responsible for such risks that affect the accuracy or timeliness of communications between the User and Kristal.AI.
- 10.3 Market data and other information made available to you through the Platform and/or Applications may be obtained by Kristal.AI from third parties. Whilst Kristal.AI believes such market data or information to be reliable, neither Kristal.AI nor such third parties guarantee the accuracy, completeness or timeliness of any such market data or information and are provided on "as is" basis.
- 10.4 Without limiting Clause 10.1 above, if you suffer loss or damage as a result of our gross negligence or willful failure to comply with our obligations under these Terms, any claim by you against us will in any event be limited to the aggregate Fees paid by you to us over the

three (3) month period preceding the date the claim first accrued or, if less than three (3) months has elapsed, the pro-rated amount of the aggregate Fees paid.

- 10.5 The Parties expressly agree that in the event of any statute, rule, regulation or amendment coming into force that would result in Kristal.AI/Platform/Application incurring any form of liability whatsoever, these Terms and the Client Agreement will stand terminated one (1) day before the coming into effect of such statute, rule, regulation or amendment.

## **11. Modifications to Service**

Kristal.AI reserves the right at any time to modify, update or discontinue, temporarily or permanently, the Platform, Application or Services (or any part thereof) with or without notice. The User agrees and acknowledges that Kristal.AI shall not be liable to the User or to any third party for any modification, suspension or discontinuance of the Services and/or Platform and/or Applications. To protect the integrity of the Service, Platform and/or Application, Kristal.AI reserves the right to block users from certain IP addresses from accessing and/or using the Services and/or Platforms and/or Applications, at any time and in its sole discretion.

## **12. Third Party Websites, Content, Products and/or Services**

- 12.1 The Services, Platform and/or Applications may enable you to link to the websites and to access the content, products and/or services of third parties, including users, advertisers, affiliates and sponsors of such third parties. We have no control over and are not responsible for any such third-party websites or content, products or services and you agree to bear all risks associated with your access to and/or use of any such third-party websites, content, products and services.
- 12.2 The User is aware that all such third-party content is the responsibility of the respective authors thereof, and Kristal.AI does not make any warranties or guarantees with respect to the same. The User is further aware that Kristal.AI does not: (i) guarantee the accuracy, completeness, or usefulness of any third party content provided through the Services, Platform and/or Application, or (ii) adopt, endorse or accept responsibility for the accuracy or reliability of any opinion, advice, or statement made by any party that appears in the Services, Platform and/or Application. The User agrees and acknowledges that under no circumstances will Kristal.AI or its affiliates be responsible or liable for any Losses resulting from the User's reliance on information or other Content posted on the Platform and/or Application or transmitted to or by any Users or third parties.

## **13. Dispute Resolution, Governing Law and Jurisdiction**

- 13.1. Any complaint or dispute can be raised in writing to our Compliance team at [compliance@kristal.ai](mailto:compliance@kristal.ai). The Parties will attempt to resolve the same amicably amongst themselves, to the mutual satisfaction of both Parties. In the event that the Parties are unable to reach such an amicable solution within thirty (30) days of one Party communicating the existence of a dispute to the other Party, the dispute will be resolved by arbitration, as detailed herein below

- 13.2. Arbitration: In the event that the Parties are unable to amicably resolve a dispute by mediation, said dispute will be referred to arbitration in accordance with the Rules of the Singapore International Arbitration Centre ("SIAC"), by a sole arbitrator to be appointed by SIAC, and the award passed by such sole arbitrator will be valid and binding on both Parties. The Parties shall bear their own costs for the proceedings, although the sole arbitrator may, in his/her sole discretion, direct either Party to bear the entire cost of the proceedings. The arbitration shall be conducted in English, and the seat of Arbitration shall be Singapore.
- 13.3. The Parties expressly agree that the Terms, the Client Agreement and any other Agreements entered into between the Parties are governed by the laws, rules and regulations of the relevant jurisdictions where the Services are being sought, and that the Courts where Kristal.AI has its registered office in the relevant jurisdiction shall have exclusive jurisdiction over any disputes arising between the Parties.

## **14. General**

### **14.1 Entire agreement**

These Terms, the Client Agreement, Agreements, the subscription agreements (if any) and any other notices or instructions given to you under these Terms, supersede and replace all prior agreements, representations (whether oral or written) and understandings, and constitute the entire agreement between you and us relating to the Services and the use of our Platform and Applications. Further, in the event of any contradictions between the Terms of Service and the Client Agreement, the Client Agreement shall supersede.

### **14.2 Waiver**

No waiver of any claim, right or entitlement will be effective unless made in writing. If either Party waives any breach of these Terms, this will not constitute a waiver of any other or continuing breach.

### **14.3 Delays**

Neither Party will be liable for any delay or failure in performance of its obligations under these Terms if the delay or failure is due to any cause outside its reasonable control. This clause does not apply to any obligation to pay money. If the event leading to such delay continues for more than one (1) month, either Party will be entitled to terminate these Terms, upon written notice to the other, whereupon these Terms shall forthwith terminate with no further claims on the part of either Party but without prejudice to any previously accrued claims.

### **14.4 No Assignment**

You may not assign or transfer any rights under these Terms to any other person without our prior written consent. Subject to that, these Terms shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns.

### **14.5 Severability**

If any part or provision of these Terms is invalid, unenforceable or in conflict with applicable law, that part or provision shall be deemed replaced with a provision which, as far as possible, accomplishes the original purpose of that part or provision or if such replacement is not practicable, that part or provision shall be deemed deleted, in either case without affecting the legality and binding nature of the remainder of these Terms.

#### 14.6 Notices

Any notice given under these Terms by either Party to the other must be in writing, by email, or by electronic communication via the Platform and will be deemed to have been given on transmission, unless the recipient can satisfactorily establish that the email or electronic communication was not received by the recipient's email or web server. Notices to us must be sent by email to [compliance@kristal.ai](mailto:compliance@kristal.ai) or to any other email address notified by email to you by us, or by electronic communication via the Platform from time to time for such purpose. Notices to you will be sent to the email address which you provided when registering for setting up your access to the Service (or to such updated email address as may be notified to us from time to time) or by electronic communication via the Platform.

#### 14.7 Rights of Third Parties

A person who is not a party to these Terms has no right to benefit under or entitlement to enforce any term of these Terms.

#### 14.8 Relationship of Parties

You acknowledge and agree that we are merely a service provider in connection with the Services and that nothing in these Terms shall cause or constitute the Parties to be partners, agents or fiduciaries of, or joint ventures with, each other.

## **APPENDIX 1**

### **Acceptable Use Policy**

At Kristal.AI, our mission is to help you understand and grow your personal investments effectively and as effortlessly as possible.

To ensure success in our mission to help you, we need to keep our products and services running smoothly, quickly, and without distraction. For this to happen, we need help from you, our Users. We need you not to Misuse or Abuse our products and services. Here is what we will not allow:

#### **1. Disruption**

- 1.1 Compromising the integrity of our systems. This could include probing, scanning, or testing the vulnerability of any system or network that hosts our Services, Platform and/or Application.
- 1.2 Tampering with, reverse-engineering, or hacking our Services, Platform and/or Application circumventing any security or authentication measures, or attempting to gain unauthorised access to the Services, Platform and/or Application related systems, networks, or data.
- 1.3 Modifying, disabling, or compromising the integrity or performance of the Services Platform and/or Application or related systems, network or data.
- 1.4 Deciphering any transmissions to or from the servers running the Services Platform and/or Application.
- 1.5 Overwhelming or attempting to overwhelm our infrastructure by imposing an unreasonably large load on our systems that consume extraordinary resources (CPUs, memory, disk space, bandwidth, etc.), such as:
  - (i) using "robots, " "spiders, " "offline readers, " or other automated systems to send more request messages to our servers than a human could reasonably send in the same period of time by using a normal browser;
  - (ii) going far beyond the use parameters for any given service as described in its corresponding documentation; and
  - (iii) consuming an unreasonable amount of storage in a way that is unrelated to the purposes for which the services were designed.

#### **2. Wrongful activities**

- 2.1 Misrepresentation of yourself, or disguising the origin of any content (including by "spoofing", "phishing", manipulating headers or other identifiers, impersonating anyone else, or falsely implying any sponsorship or association with Kristal.AI, any other member of the Kristal Group or any thirdparty).

- 2.2 Using the Services Platform and/or Application to violate the privacy of others, including publishing or posting other people's private and confidential information without their express permission, or collecting or gathering other people's personal information (including account names or information) from our Services, Platform and/or Application.
- 2.3 Using our Services, Platform and/or Application to stalk, harass, or post direct, specific threats of violence against others.
- 2.4 Using our Services, Platform and/or Application for any illegal purpose, or in violation of any laws (including without limitation data, privacy, and export control laws).
- 2.5 Accessing or searching any part of the Services, Platform and/or Application by any means other than our publicly supported interfaces (for example, "scraping").
- 2.6 Using meta tags or any other "hidden text" including our or our suppliers' product names or trademarks or any inappropriate communications.
- 2.7 Using the Services, Platform and/or Application to generate or send unsolicited communications, advertising, chain letters, or spam.
- 2.8 Soliciting our Users for commercial purposes, unless expressly permitted by us.
- 2.9 Disparaging Kristal.AI, any other member of the Kristal Group or our partners, vendors, or affiliates.
- 2.10 Promoting or advertising products or services without appropriate authorisation.
- 2.11 Posting, uploading, sharing, submitting, or otherwise providing content that:
  - (i) infringes our or a third party's intellectual property or other rights, including any copyright, trademark, patent, trade secret, moral rights, privacy rights of publicity, or any other intellectual property right or proprietary or contractual right;
  - (ii) is deceptive, fraudulent, illegal, obscene, defamatory, libelous, threatening, harmful to minors, pornographic (including child pornography, which we will remove and report to the relevant law enforcement agency(ies), indecent, harassing, hateful;
  - (iii) encourages illegal or tortious conduct or that is otherwise inappropriate;
  - (iv) attacks others based on their race, ethnicity, national origin, religion, sex, gender, sexual orientation, disability, or medical condition;
  - (v) contains viruses, bots, worms, scripting exploits, or other similar materials;
  - (vi) is intended to be inflammatory; or
  - (vii) could otherwise cause damage to us or any third party.